SUTTER COUNTY
RULES GOVERNING EMPLOYEE COMPENSATION, BENEFITS AND WORKING CONDITIONS

TABLE OF CONTENTS

SECTION 1.0 PURPOSE 1

SECTION 2.0 DEFINITIONS

Section 2.1 Appointing Authority 1
Section 2.2 Biweekly Salary 1
Section 2.3 Board 1
Section 2.4 Class 1
Section 2.5 Classified Service 1
Section 2.6 Day 2
Section 2.7 Department Head 2
Section 2.8 Emergency 2
Section 2.9 Employee 3
Section 2.10 Exempt Employee 3
Section 2.11 Extra Help Employee 3
Section 2.12 Extra Help Position 3
Section 2.13 Hourly Rate 4
Section 2.14 Layoff 4
Section 2.15 Limited Term Employee 4
Section 2.16 Non-Exempt Employee 4
Section 2.17 Part-Time Employee 4
Section 2.18 Position 5
Section 2.19 Probationary Employee 5
Section 2.20 Probationary Period 5
Section 2.21 Range 5
Section 2.22 Regular Employee 5
Section 2.23 Regular Status 5
Section 2.24 Step 6
Section 2.25 Week 6

SECTION 3.0 ADMINISTRATION

Section 3.1 Applicability 1
Section 3.2 Administrative Responsibility 1
Section 3.3 Record Keeping 1
Section 3.4 Federal Law 1

SECTION 4.0 PAYMENT OF SALARY

Section 4.1 Compensation 1
Section 4.2 Payment of Salaries 1
Section 4.3 Salary Payment Procedure 2
Section 4.4 Work Period Computation 2
Section 4.5 Payroll Records 2
Section 4.6 Payroll/Personnel Transaction 3
Section 4.7 Prohibition on Reduction of Salary for Exempt FLSA Employees 3
Section 4.8 Payroll Errors 3

SECTION 5.0 BENEFIT PROGRAMS

Section 5.1 General 1
Section 5.2 Benefit Programs Coverage 1

SECTION 6.0 OFFICE HOURS

Section 6.1 Normal Office Hours 1
Section 6.2 Departments Providing Emergency Twenty-Four Hour Service 1
Section 6.3 Departments Requiring Different Office Hours 1

SECTION 7.0 HOURS OF WORK AND WORK WEEK

Section 7.1 Official Work Week 1
Section 7.2 *(deleted)* 2
Section 7.3 *(deleted)* 2
Section 7.4 Official Work Week – Management Unit 2
Section 7.5 Normal Work Day 2
Section 7.6 Department Head Authority to Arrange Working Days or Week 2
Section 7.7 Flexible Work Hours 3
Section 7.8 Limitations on Work in More Than One Department 3
Section 7.9 Lunch Period 4
Section 7.10 *(deleted)* 5
Section 7.11 Meal Allowance – General, Supervisory, and Professional Units 5

SECTION 8.0 OVERTIME

Section 8.1 Definition 1
Section 8.2 *(deleted)* 1
Section 8.3 *(deleted)* 1
Section 8.4 County Policy Regarding Overtime Work 1
Section 8.5 Authorization 1
Section 8.6 Rate and Type of Compensation 2
Section 8.7 *(deleted)* 2
Section 8.8 *(deleted)* 2

Section 8.9 Overtime/Administrative Leave – Management Unit, Deputy County Counsels and Assistant County Counsel 3
Section 8.10 Administrative Leave – Confidential Unit 4
Section 8.11 Use of Accumulated Compensatory Time 4
Section 8.12 Prohibition Against Hiring Substitute to Replace Employee Taking Compensatory Time Off 5
Section 8.13 Cash Payment Upon Termination 5
Section 8.14 *(deleted)* 5
Section 8.15 Part-Time Employees 5
Section 8.16 Extra Help Employees 5
Section 8.17 Limitation on Consecutive Hours of Work 5
Section 8.18 Overtime/Travel to and from Conferences and Trainings 6
Section 8.19 Daylight Savings 6
Section 8.20 Court Witness – When Eligible for Overtime 7
Section 8.21 Overtime for Work at Home While in Standby Status 7
Section 8.22 Special Overtime Provision – Management Law Employees 7

SECTION 9.0 CALL BACK PAY

Section 9.1 Call Back Pay/Definition and Minimum Credit 1
Section 9.2 Regularly Scheduled Night Meetings 1

SECTION 10.0 STANDBY PAY

Section 10.1 Unrestricted Standby Pay 1
Section 10.2 Restricted Standby Pay 1
Section 10.3 Standby Definitions 1
Section 10.4 Standby Pay – Management Unit 2

SECTION 11.0 VACATION LEAVE

Section 11.1 Vacation Entitlement 1
Section 11.2 Maximum Accumulation 2
Section 11.3 One Year Defined as Twenty-six Biweekly Pay Periods 2
Section 11.4 Ineligible Employees 2
Section 11.5 No Vacation with Pay in Excess of Amount Accrued 2
Section 11.6 Permanent Part-Time Employees 2
Section 11.7 No Vacation Accrual While on Leave Without Pay 3
Section 11.8 Change in Basic Work Week – Vacation Balance Conversion 3
Section 11.9 Scheduling and Granting by Appointing Authority 3
Section 11.10 *(deleted)* 4
Section 11.11 Payment Upon Separation from County Service 4
Section 11.12 *(deleted)* 4
Section 11.13 *(deleted)* 4
Section 11.14 Conversion of Accumulated Vacation 5

SECTION 12.0 SICK LEAVE

Section 12.1 General 1
Section 12.2 Rate of Accumulation 1
Section 12.3 Paid Sick Leave for Extra Help Employees 1
Section 12.4 Permissive Uses of Sick Leave 4
Section 12.5 Family Sick Leave 5
Section 12.6 Prohibitive Use of Sick Leave 5
Section 12.7 Procedures for Sick Leave Accrual 5
Section 12.8 Limit on Use of Sick Leave With Pay 6
Section 12.9 Notification 6
Section 12.10 Denial 6
Section 12.11 Medical Certification 6
Section 12.12 Abuse of Sick Leave 7
Section 12.13 Unused Sick Leave Compensation 8
Section 12.14 Scheduled Holiday/Vacation 8
Section 12.15 Supervisory Review 9
Section 12.16 Sick Leave/Disability Retirement 9
Section 12.17 Rehire 9

SECTION 13.0 HOLIDAYS AND HOLIDAY PAY

Section 13.1 Holidays and Holiday Pay/Established Holidays 1
Section 13.2 Holidays Which Fall on a Saturday 2
Section 13.3 Holidays Which Fall on a Sunday 2
Section 13.4 When Christmas Falls on a Saturday, Sunday, or Monday 2
Section 13.5 Full Time Regular Employees Required to Work a Holiday 2
Section 13.6 *(deleted)* 3
Section 13.7 *(deleted)* 3
Section 13.8 Part-Time Regular Employees – Holiday Pay 3
Section 13.9 No Pay for Holiday Preceding First Working Day 3
Section 13.10 No Pay for Holiday Following Last Day in Paid Status 3
Section 13.11 Eligibility for Holiday Pay 4
Section 13.12 Procedure When Scheduled Day Off Falls on a Holiday 4
Section 13.13 Holiday Time Bank 4

SECTION 14.0 LEAVE OF ABSENCE AND ASSIGNMENT OF LEAVE BALANCES FOR CATASTROPHICH ILLNESS OR INJURY

Section 14.1 Leave of Absence Without Pay 1
Section 14.2 Leave for Political Purposes 1
Section 14.3 Leave of Absence Not Qualifying for FMLA, CFRA, or CPDL 1
Section 14.4 Procedures for Requesting Leave 2
Section 14.5 Approval of Employee Request for Leave of Absence Without Pay 2
Section 14.6 Postponement of Anniversary Date and Probation Period 2
Section 14.7 Abandonment of Employment 2
Section 14.8 Family and Medical Leave (FMLA) 3

Section 14.9 California Family Rights Act (CFRA) 7
Section 14.10 California Pregnancy Disability Leave (CPDL) 7
Section 14.11 Guarantee of Employment 9
Section 14.12 Anniversary Date 9
Section 14.13 Leave of Absence With Pay 9
Section 14.14 Assignment of Leave Balances for Catastrophic Illness or Injury 10
Section 14.15 Bereavement Leave 12
Section 14.16 Temporary Disability Indemnity, State Disability Insurance, and Paid Family Leave Benefits 13

SECTION 15.0 RETIREMENT

Section 15.1 General 1
Section 15.2 County Contribution 1
Section 15.3 *(deleted)* 3
Section 15.4 Retirement – Fire Safety Unit 3
Section 15.5 Retirement – Confidential Unit 4
Section 15.6 Retirement – Management, Deputy County Counsels & Assistant County Counsel 4
Section 15.7 Retirement Benefits 5
Section 15.8 Retirement Benefits – Correctional Officer Classifications 8
Section 15.9 *(deleted)* 8
Section 15.10 *(deleted)* 8
Section 15.11 Safety Members of PERS 9
Section 15.12 Deferred Compensation Plan Contributions – Law & Fire Units 9
Section 15.13 Deferred Compensation Plan Contributions 10

SECTION 16.0 SOCIAL SECURITY

Section 16.1 General, Supervisory, Professional, Law, Fire, and Confidential Units ... 1
Section 16.2 Management Unit and Deputy County Counsels 1

SECTION 17.0 SHIFT DIFFERENTIAL PAY

Section 17.1 Shift Differential Pay 1

SECTION 18.0 MILEAGE REIMBURSEMENT/AUTO ALLOWANCE

Section 18.1 Eligibility 1
Section 18.2 Method of Determining Reimbursement Rate 1
Section 18.3 Claiming Procedure 2
Section 18.4 Personal Use Vehicle Accident Reimbursement 2

SECTION 19.0 UNIFORM ALLOWANCE

Section 19.1 Uniform Allowance – General, Supervisory, and Professional Units 1
Section 19.2 *(deleted)* 1

Section 19.3 *(deleted)* 1
Section 19.4 Uniform Allowance – Law Management Employees 1
Section 19.5 Damage and Change in Uniform 2
Section 19.6 *(deleted)* 2
Section 19.7 Fire Management Employees 2
Section 19.8 Uniforms Provided – General, Supervisory, and Professional Units 2
Section 19.9 Uniform Allowance – Probation Officers Safety Unit 2

SECTION 20.0 BILINGUAL PAY

Section 20.1 Bilingual Pay 1

SECTION 21.0 JURY DUTY

Section 21.1 Jury Duty 1

SECTION 22.0 OCCUPATIONAL HEALTH

Section 22.1 Preplacement Medical Evaluations 1
Section 22.2 Preplacement Drug Testing 2
Section 22.3 Fitness for Duty 3

SECTION 23.0 SERVICE AWARDS

Section 23.1 Service Awards 1

SECTION 24.0 MILITARY LEAVE

Section 24.1 Military Leave 1
Section 24.2 Activation of County Military Reserves 1

SECTON 25.0 HEALTH INSURANCE

Section 25.1 Medical Plan Insurance 1
Section 25.2 Dental Plan Insurance 6
Section 25.3 Vision Plan Insurance 7
Section 25.4 Life Insurance Plan 9
Section 25.5 Employer-Employee Insurance Committee 10
Section 25.6 Internal Revenue Code Section 125 Plan 11

SECTION 26.0 MISCELLANEOUS PROVISIONS

Section 26.1 *(deleted)* 1
Section 26.2 Advancement of Travel and Transportation Expenses 1
Section 26.3 Tardiness 1
Section 26.4 Attendance 1
Section 26.5 Loyalty Oath 1
Section 26.6 Withholding Tax Form 2

Section 26.7 Tool Insurance – General, Supervisory, and Professional Units 2
Section 26.8 Confidentiality Premium Pay..... 2
Section 26.9 Jail Nursing Premium Pay 2
Section 26.10 Water Distribution, Water and Wastewater Certification Pay 3
Section 26.11 *(deleted)* 4
Section 26.12 Strike Team Pay..... 4
Section 26.13 *(deleted)* 5
Section 26.14 *(deleted)* 5
Section 26.15 Union Release Time 5
Section 26.16 Net-5 Incentive Pay – Probation Officers Safety Unit 5
Section 26.17 Commercial Driver's License for Ag Biologists 6
Section 26.18 Labor Management Committee – GSP..... 6
Section 26.19 Shop Stewards – GSP..... 6
Section 26.20 Reassignment – Probation Officers Safety Unit..... 7
Section 26.21 Rangemaster Pay – Probation Officers Safety Unit..... 7
Section 26.22 Low Staffing Incentive Pay – Non-Sworn Law Management 7
Section 26.23 Certified Public Accountant (CPA) Pay 8
Section 26.24 Sutter-Yuba Behavioral Health Mental Health Plan Director Pay..... 8
Section 26.25 Jail Premium Pay..... 8
Section 26.26 Clerk-Recorder Premium Pay..... 8

SECTION 27.0 ON-THE-JOB INJURY, WORKERS' COMPENSATION

Section 27.1 Treatment of Industrial Injuries 1
Section 27.2 Workers' Compensation 1
Section 27.3 Selection of Treating Physician..... 4

SECTION 28.0 SAFETY

Section 28.1 Safety Program..... 1
Section 28.2 *(deleted)* 1
Section 28.3 Safety Equipment – Law Enforcement Employees..... 1
Section 28.4 Law Enforcement Safety Equipment – County Cost..... 7
Section 28.5 Safety Equipment – Fire Safety Unit and Management..... 7
Section 28.6 Safety Equipment Maintenance Allowance – Law Management 8
Section 28.7 Safety Equipment – Probation Officers Safety Unit 8

SECTION 29.0 SPECIAL PAY AND WORKING CONDITIONS

Section 29.1 Dog Handling Pay..... 1
Section 29.2 Resident Deputy Allowance..... 1
Section 29.3 Diving Pay 1
Section 29.4 Off Duty Patrol Vehicle Take Home Plan 2
Section 29.5 Off Duty Patrol Vehicle Operation Procedures..... 2
Section 29.6 Field Training Officer, Jail Training Officer, and Dispatcher Training Officer Premium Pay..... 4
Section 29.7 Outside Employment 4

Section 29.8 Sheriff's Detective Premium Pay 4
Section 29.9 Out of Class Pay for Special Assignment 5

SECTION 30.0 EDUCATIONAL TRAINING, CERTIFICATION, AND PROFESSIONAL LICENSE FEES

Section 30.1 Educational Incentive Pay – Management and Probation Units 1
Section 30.2 Educational Incentive Pay – Fire Management Employees 2
Section 30.3 Training Sessions 2
Section 30.4 *(deleted)* 2
Section 30.5 Emergency Medical Training Certification – Fire Management 2
Section 30.6 Education Incentive 3
Section 30.7 Continuing Education for Licensed Vocational Nurses 4
Section 30.8 Professional License Fees for Nursing Classifications 4
Section 30.9 Training and Tuition Reimbursement Program 4
Section 30.10 Attorney Bar Dues – Deputy County Counsels 9

Section 31, Out of Class Work Assignments, deleted 2023 (See Fire & Law MOUs)

SECTION 32.0 PHYSICAL PERFORMANCE TESTING/MEDICAL EXAMS

Section 32.1 Physical Performance Testing/Medical Examinations – Law Units 1
Section 32.2 Failure to Pass Performance Test 1
Section 32.3 Participation in Required Health Improvement Programs 2
Section 32.4 Failure to Participate in Required Health Improvement Programs 2

SECTION 33.0 LIGHT DUTY POLICY

Section 33.1 Light Duty Policy 1

SECTION 34.0 OFF-SITE WORK PROGRAM

Section 34.1 Definition 1
Section 34.2 Approval Process 1
Section 34.3 Standards and Conditions 2

SECTION 35.0 COMPENSATION AND WORKING CONDITIONS DURING EMERGENCIES

Section 35.1 Overtime Compensation 1
Section 35.2 Closure of County Offices 1
Section 35.3 Standby Compensation 3

SECTION 36.0 JOB SHARING

Section 36.1 Definition 1
Section 36.2 Eligibility/Responsibility 1

Section 36.3 Annuitant 1
Section 36.4 *(deleted)* 1
Section 36.5 Approval 1
Section 36.6 Job Share Contract 1
Section 36.7 General Information 2
Section 36.8 Wages and Benefits 2
Section 36.9 Termination of Job Share Arrangements 3
Section 36.10 Dispute Resolution 4
Section 36.11 Pilot Project 4

SECTION 2.0

DEFINITIONS

2.1 Appointing Authority

A person or group having lawful authority to appoint or remove persons from positions in the County service. The Department Head is the appointing authority for his or her department or office. The Board of Supervisors is the appointing authority for all non-elected department heads, except when specified otherwise by law or Board order. Notwithstanding the above, the County Administrative Officer may exercise appointing authority control over the Public Guardian/Conservator in the event he or she believes a potential conflict of interest exists between the Public Guardian/Conservator activities and/or the Welfare and Social Services activities.

(Adopted 11/2/93, Resolution No. 93-147)

2.2 Biweekly Salary

The amount of individual cash compensation for two weeks of service in a range and step established in accordance with the provisions of the Rules.

(Adopted 06/02/81, Benefits Book)

2.3 Board

The Board of Supervisors of the County of Sutter.

(Adopted 06/02/81, Benefits Book)

2.4 Class

A position or group of positions having duties and responsibilities sufficiently similar that (1) the same title may be used, (2) the same qualifications may be required, and (3) the same schedule of compensation may be made to apply with equity.

(Adopted 06/02/81, Benefits Book)

2.5 Classified Service

All positions in the County service except (1) elective officials, (2) extra help employees, and (3) other positions specifically designated by the Board to be exempt.

(Adopted 06/02/81, Benefits Book)

2.6 Day

A period of time between any midnight and the midnight following.

(Adopted 06/02/81, Benefits Book)

2.7 Department Head

Those persons who are the head of an established department or office, and include County officials designated in Section 24000 of the Government Code of the State of California. Appointed Sutter County Department Heads include but are not limited to:

Agricultural Commissioner-Director of Weights and Measures
Chief Probation Officer
County Administrative Officer
County Counsel
Director of Development Services
Director of Library Services
Director of Health and Human Services
Farm Advisor
General Services Director
Human Resources Director
Museum Director/Curator

Elected Sutter County Department Heads include:

Assessor
Auditor-Controller
County Clerk-Recorder
District Attorney
Sheriff-Coroner/Public Administrator
Treasurer-Tax Collector

(Adopted 12/13/83 Resolution 83-178; revised 08/03/96; revised 08/15/00; revised 01/01/01; revised 03/2014, revised 03/18/25)

2.8 Emergency

An unforeseen circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.

(Adopted 01/03/78, Supervisory and Professional Units MOU)
(Adopted 01/03/78, Probation Officers Safety Unit, as part of GSP)
(Adopted 01/31/78, General Unit and Confidential Unit MOU)
(Adopted 7/10/78, Law Enforcement Unit MOU)

2.9 Employee

Any person employed by the County of Sutter. Those persons performing professional and specialized services under contract are not considered County Employees unless specifically designated in the contract.

(Adopted 06/02/81, Benefits Book)

2.10 Exempt Employee

Exempt employee shall mean an employee designated by the County as exempt, for purposes of complying with the Fair Labor Standards Act.

(Adopted 06/25/85, General, Supervisory and Professional Units MOU)
(Adopted 06/25/85, Probation Officers Safety Unit, as part of GSP)
(Adopted 07/02/85, Fire Safety Unit MOU)
(Adopted 07/02/85, Confidential Agreement)
(Adopted 08/06/85, Law Enforcement Unit MOU)

2.11 Extra Help Employee

An employee employed in an extra help position.

(Adopted 06/25/85, General, Supervisory and Professional Units MOU)
(Adopted 06/25/85, Probation Officers Safety Unit, as part of GSP)
(Adopted 070/2/85, Fire Safety Unit MOU)
(Adopted 07/02/85, Confidential Agreement)
(Adopted 08/06/85, Law Enforcement Unit MOU)
(Adopted 08/13/85, Resolution 85-87, Management Unit)
(Adopted 08/13/85, Deputy County Counsels & Assistant County Counsel Agreement)

2.12 Extra Help Position

A position which is intended to be occupied on less than a year-round basis including but not limited to the following:

To cover seasonal, peak workloads;
emergency extra workloads of limited duration;
to fill vacant positions during the recruitment period;
and other situations involving a fluctuating staff or workload.

Extra help employees shall receive no additional benefits other than those required by law, except with the expressed approval of the County Board of Supervisors.

(Amended 01/11/00, General, Supervisory and Professional Units MOU)
(Amended 01/11/00, Probation Officers Safety Unit, as part of GSP)

(Amended 02/01/00, Confidential Agreement)
(Amended 02/01/00, Resolution 2000-06, Management Unit)
(Amended 02/01/00, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 01/09/01, Fire Safety Unit MOU)
(Amended 01/08/02, Law Enforcement Unit MOU)
(Revised 03/18/25)

2.13 Hourly Rate

The amount of individual compensation, for a full hour's service, as set forth in the Classification System - Basic Salary Schedule (Section 52-510 of the Salary Code).

(Adopted 06/02/81, Benefits Book)

2.14 Layoff

Termination of service without fault on the part of the employee because of lack of work, lack of funds, or other causes unrelated to the employee's job performance.

(Adopted 06/02/81, Benefits Book)

2.15 Limited Term Employee

An employee who is employed to perform a specific mission in a given period of time pursuant to a special program adopted by the Board of Supervisors.

(Adopted 06/02/81, Benefits Book)

2.16 Non-Exempt Employee

Non-exempt employee shall mean an employee designated by the County as non-exempt for the purpose of complying with the Fair Labor Standards Act.

(Adopted 06/25/85, General, Supervisory and Professional Units MOU)
(Adopted 06/25/85, Probation Officers Safety Unit, as part of GSP)
(Adopted 07/02/85, Fire Safety Unit MOU)
(Adopted 07/02/85, Confidential Agreement)
(Adopted 08/06/85, Law Enforcement Unit MOU)

2.17 Part-Time Employee

A regular employee who is regularly assigned to work less than a normal full-time schedule for the department for which he or she is employed.

(Adopted 06/02/81, Benefits Book)

2.18 Position

A specific office, employment, or job calling for the performance of certain duties and the carrying of certain responsibilities by one individual either on a full-time, part-time, or extra help basis.

(Adopted 06/02/81, Benefits Book)

2.19 Probationary Employee

An employee who has been appointed by the appointing authority or has been re-employed after resignation, or has been transferred, promoted, or demoted, but who has not completed the probationary period provided in these Rules.

(Adopted 06/02/81, Benefits Book)

2.20 Probationary Period

The period of time following his/her appointment during which an employee demonstrates satisfactory performance in order to justify his/her right to hold regular status.

(Adopted 06/02/81, Benefits Book)

2.21 Range

A sequence of salary steps used to identify the minimum, maximum, and intermediate salary rates, which may be paid to employees within a class.

(Adopted 06/02/81, Benefits Book)

2.22 Regular Employee

An employee in the classified service who occupies a permanent position, whether part-time or full-time, in a class which is intended for permanent or career-type employment, and the exempt deputy or assistant of an elected official; also, an employee who enjoys regular status.

(Adopted 06/02/81, Benefits Book)

2.23 Regular Status

The status of an employee, following the successful completion of his/her probationary period, which entitles him/her to appeal a discharge which, he/she believes was made without reasonable cause.

(Adopted 06/02/81, Benefits Book)

2.24 Step

One of the salary rates identified in the Salary Code - Index to Salary Range Scale by the numbers, "1," "2," "3," "4," "5," "6," "7," and "8" which are used to identify the specific compensation of an employee within the established range for his/her class.

(Adopted 06/02/81, Benefits Book; revised 03/18/25)

2.25 Week

A period of seven consecutive days.

(Adopted 06/02/81, Benefits Book)

(This page intentionally left blank)

SECTION 3.0

ADMINISTRATION

3.1 Applicability

The provisions of this Resolution shall apply alike to all departments of the County regardless of the time of creation of the office and the Board of Supervisors.

(Adopted 6/2/81, Benefits Book)

3.2 Administrative Responsibility

The Human Resources Director and the Department Heads shall share joint responsibility to insure conformity to and enforcement of the provisions of this Resolution. Any questions regarding interpretation of the provisions of this Resolution shall be referred to the County Counsel for clarification.

(Adopted 6/2/81, Benefits Book)

3.3 Record Keeping

It shall be the mandatory duty of each appointing authority to keep or cause to be kept, accurate records reflecting the application of this Resolution.

(Adopted 6/2/81, Benefits Book)

3.4 Federal Law

These rules shall at all times be construed in a manner consistent with the provisions of any pertinent Federal law and regulations.

(Adopted 6/2/81, Benefits Book)

(This page intentionally left blank)

SECTION 4.0

PAYMENT OF SALARY

4.1 Compensation

All classes of positions in the classification plan shall be assigned a salary range or rate as provided for by a salary resolution or code. Employees appointed to positions in the classification plan shall be paid a salary within the biweekly range or rate so provided for in the salary resolution or code and according to the procedures established by the Personnel Rules and Regulations.

(Adopted 06/02/81, Benefits Book)

4.2 Payment of Salaries

Except as otherwise provided in this section, the Auditor-Controller shall pay the salaries of the officers, deputies, clerks, and employees of the several departments of the County on the Friday following the completion of each regular biweekly pay period prior to 12:00 noon. In the event said Friday falls on a holiday, then payment shall be made on the last preceding workday.

Notwithstanding the above, special pay dates shall apply to certain employees as follows:

(a) Dismissal. In the event an employee is dismissed during the course of a workday, he/she shall be paid within the guidelines provided by the Fair Labor Standards Act (FLSA), which states that wages earned in a pay period must be paid by the regular pay day for the period covered. Final payouts for any payable leave accruals shall be paid on the following regular pay date.

(b) Extra Help. Employees classified as extra help shall have working hours reported by the Department Head and shall be paid on the same days as set forth in this section.

(c) Resignation. An employee who has submitted a written resignation to a Department Head stating the reasons for such resignation shall be paid on the employee's normal pay date.

(Amended 11/26/13, Law Enforcement Unit MOU)
(Amended 11/17/20, Confidential Unit Agreement)
(Amended 11/17/20, Resolution 20-061, Management Unit)
(Amended 11/17/20, Probation Officers Safety Unit MOU)
(Amended 11/17/20, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 03/23/21, General, Supervisory and Professional Units MOU)
(Amended 12/19/23, Fire Safety Unit MOU)
(Revised 03/18/25)

4.3 Salary Payment Procedure

(a) Certification. Each Department Head shall at the time he/she submits his/her biweekly department Time Report to the Auditor certify that each employee has performed the number of days of work shown on the Time Report. The Auditor shall not issue, or cause to be issued, a payroll warrant unless there is an authorized position supported by the County Salary Resolution to substantiate the rate shown on the department Time Report for each employee.

(b) Separation. When an employee leaves County service for any reason, his/her Department Head shall immediately notify the Auditor.

(c) Direct Deposit. All employees shall be required to utilize direct deposit for their payroll checks. This provision will take effect upon adoption of this agreement by the Board of Supervisors, but no later than pay period beginning May 2, 2015.

(Amended 03/10/15, Law Enforcement Unit MOU)
(Amended 03/10/15, Fire Safety Unit MOU)
(Amended 02/10/15, General, Supervisory and Professional Units MOU)
(Amended 02/10/15, Probation Officers Safety Unit, as part of GSP)
(Amended 02/10/15, Confidential Unit Agreement)
(Amended 02/10/15, Resolution 15-008, Management Unit)
(Amended 02/10/15, Deputy County Counsels and Assistant County Counsel Agreement)
(Revised 03/18/25)

4.4 Work Period Computation

Each biweekly pay period shall consist of fourteen (14) calendar days in which there shall be deemed to be a normal ten (10) working days or equivalent thereof. For the purpose of this section, holidays shall be counted as working days.

Regular part-time employees working each pay period, less than a full pay period, will be paid on the ratio that their working day (or fractions thereof) bear to the working days in a regular full biweekly pay period.

(Adopted 06/02/81, Benefits Book)

4.5 Payroll Records

The Auditor shall maintain such records, which are necessary for payroll and retirement system purposes. The Department Head may inspect such records from time to time for the purpose of administering those rules regarding compensation.

(Adopted 06/02/81, Benefits Book)

4.6 Payroll/Personnel Transaction

Every appointment, promotion, transfer, demotion, salary change, separation, or other information or action which affects the payroll status of any employee shall be initiated by a Payroll/ Personnel transaction pursuant to the instructions issued by the Human Resources Director.

(Adopted 06/02/81, Benefits Book; revised 03/18/25)

4.7 Prohibition on Reduction of Salary for Exempt (FLSA) Employees

Notwithstanding any other provision of these rules, no employee exempt from the provisions of the Fair Labor Standards Act by reason of his or her executive, administrative, or professional duties, shall have his or her pay or any accrual of any other benefit including but not limited to sick leave and vacation reduced as a result of an absence from work of less than one day.

This provision shall in no way affect the method in which sick leave, vacation, or compensatory time balances are reduced, if available, as a direct result of such an absence.

(Adopted 02/12/91, Resolution No. 91-25, Management Unit)

4.8 Payroll Errors

For errors of any kind resulting in overpayment of wages, employees shall reimburse the County through payroll deduction to cover the same number of pay periods in which the error occurred. Employees shall be allowed to also deduct accrued leave balances, with exception of sick leave for purposes of repayment. Should an employee separate from service before the overpayment is paid in full, the remaining balance shall be deducted from his/her final pay check. Nothing precludes the County and the employee agreeing to a longer or shorter payment plan. In no event will retroactive payroll errors be made beyond the statute of limitations of the Fair Labor Standards Act.

(Amended 11/17/20, Confidential Unit Agreement)
(Amended 11/17/20, Resolution 20-061, Management Unit)
(Amended 11/17/20, Probation Officers Safety Unit MOU)
(Amended 11/17/20, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 03/23/21, General, Supervisory and Professional Units MOU)
(Amended 12/19/23, Fire Safety Unit MOU)

SECTION 5.0

BENEFIT PROGRAMS

5.1 General

The Board is responsible for the implementation and modification of the compensation and benefit programs.

(Adopted: 06/01/81, Benefits Book)

5.2 Benefit Programs Coverage

Except as otherwise provided herein, coverage under benefit programs for respective categories of employment shall be interpreted and applied as follows:

a. Full-Time Regular Employees. This category of employees is entitled to full benefit coverage provided by County employment except as herein provided.

b. Part-Time Employees. This category of regular employment is entitled to coverage under the benefit programs as specifically provided herein and under applicable laws or regulations. Employees in this category who average at least one-half (1/2) time or more employment each month are entitled to full health plan coverage. No health plan coverage is provided for less than half-time employment.

c. Extra Help Employees. Persons employed in this category are not covered under the benefit programs unless specifically included or covered by applicable laws and regulations.

d. Limited Term Employees. Persons in this category of employment may be covered under all of the benefit programs or none of the benefit programs at the discretion of the Board.

(Adopted 02/25/97, Fire Unit MOU)
(Adopted 12/02/97, General, Supervisory and Professional Units MOU)
(Adopted 12/02/97, Probation Officers Safety Unit, as part of GSP)
(Adopted 12/09/97, Resolution 97-91, Management Unit)
(Adopted 12/23/97, Confidential Unit Agreement)
(Adopted 12/23/97, Deputy County Counsels & Assistant County Counsel Agreement)
(Adopted 12/08/98, Law Unit MOU)

SECTION 6.0

OFFICE HOURS

6.1 Normal Office Hours

All County offices and departments shall be open for public service continuously at least from 8:00 a.m. to 5:00 p.m. except for holidays. Departments are permitted to close to the public every other Friday with the approval of the County Administrative Officer. All departments shall post the hours and days they are open to the public at their physical worksite and in any other location (e.g., website) where operating hours are customarily posted.

(Amended 11/17/20, Confidential Unit Agreement)
(Amended 11/17/20, Resolution 20-061, Management Unit)
(Amended 11/17/20, Probation Officers Safety Unit MOU)
(Amended 11/17/20, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 03/23/21, General, Supervisory and Professional Units MOU)

6.2 Departments Providing Emergency Twenty-Four Hour Service

The Departments of District Attorney, Public Works, Sheriff-Coroner, Health, Fire Chief, County Service Areas, Emergency Services, Agricultural Commissioner, Behavioral Health, Social Welfare and Probation shall provide for emergency and necessary services on a twenty-four hour basis, every day of the year.

(Adopted 06/02/81, Benefits Book; revised 03/18/2025)

6.3 Departments Requiring Different Office Hours

Departments for which necessity requires a different schedule than that generally applied shall remain open for public service according to schedules prepared by the respective department head and approved by the County Administrative Officer.

(Amended 11/17/20, Confidential Unit Agreement)
(Amended 11/17/20, Resolution 20-061, Management Unit)
(Amended 11/17/20, Probation Officers Safety Unit MOU)
(Amended 11/17/20, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 03/23/21, General, Supervisory and Professional Units MOU)

(This page intentionally left blank)

SECTION 7.0

HOURS OF WORK AND WORK WEEK

7.1 Official Work Week

A. The official work week is a fixed 168-hour period consisting of seven 24-hour periods. Except as otherwise provided below, the official work week for full time employees shall be forty (40) hours. An employee's workweek shall begin and end in accordance with the employee's assigned work schedule.

B. 4-10 Work Schedule and 9-80 Work Schedule

1. Employees may be assigned to work a schedule consisting of four 10-hour work days in a work week, i.e. four (4) 10-hour days on duty and three (3) days off. Department heads are required to make a recommendation for consideration to the County Administrative Officer (CAO) to implement a 4-10 work schedule. CAO approval is required. The CAO and/or department head have the unconditional right to cancel the 4-10 work schedule for an individual or for the department at any time without reason, provided a two (2) week notice is given to the employee(s). Any change in work schedule will be effective at the beginning of a pay period.

2. Employees may be assigned to work a nine (9) eighty (80) work schedule, i.e. four (4) nine-hour days on and an eight (8) hour day on with two days off, followed by four (4) nine-hour days on and three days off. For purposes of the 9-80 work schedule, the official work week will begin and end after four (4) hours scheduled worked during the eight (8) hour day. Department heads are required to make a recommendation for consideration to the CAO to implement a 9-80 work schedule. CAO approval is required. The CAO and/or department head have the unconditional right to cancel the 9-80 work schedule for an individual or for the department at any time without reason, provided a two (2) week notice is given to the employee(s). Any change in work schedule will be effective at the beginning of a pay period.

3. Since a 4-10 work schedule or a 9-80 work schedule may have significant changes in benefits or salaries of which the parties may not be aware, in the event of any disputes in interpretation, resulting grievances, conflicting provisions, or other related problems, any grievance on these issues filed pursuant to Section 20, Grievance Procedures, of the *Personnel Rules and Regulations* shall proceed from a "Step IV" determination by the Human Resources Director and/or County Administrative Officer directly to a final and binding determination of the grievance by the Board of Supervisors. The "Step IV" determination by the Human Resources Director and/or the County Administrative Officer shall be final and binding unless the employee or the department head within ten days of such determination files a written appeal with the Board of Supervisors.

4. It is further understood by the parties that the implementation of a 4-10 work schedule or a 9-80 work schedule shall not result in any gain or loss of salary and benefits to employees, and it is not intended that either party gain or lose any advantage currently provided for in appropriate Memoranda of Understanding, except as outlined in Section 7.1, B.3 above.

(Amended 11/17/20, Confidential Unit Agreement)
(Amended 11/17/20, Resolution 20-061, Management Unit)
(Amended 11/17/20, Probation Officers Safety Unit MOU)
(Amended 11/17/20, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 03/23/21, General, Supervisory and Professional Units MOU)

7.2 Deleted – Official Work Week - Fire Safety Unit

(See Fire Safety Unit MOU)

7.3 Deleted – Official Work Week – Law Enforcement Unit

(See DSA and POA MOU's)

7.4 Official Work Week - Management Unit

Management employees who receive administrative leave shall be responsible for working such hours as are required to effectively perform their job responsibilities. The minimum workweek for all full time Management employees will be 40 hours effective April 18, 1981.

(Adopted 11/25/80, Management Agreement)

7.5 Normal Work Day

Eight (8) hours shall constitute a normal minimum day's work.

(Amended 02/26/08, General, Supervisory and Professional Units MOU)
(Amended 02/26/08, Probation Officers Safety Unit, as part of GSP)
(Amended 02/26/08, Confidential Unit Agreement)
(Amended 02/26/08, Resolution No. 08-020, Management Unit)
(Amended 02/26/08, Deputy County Counsels & Asst. County Counsel Agreement)

7.6 Department Head Authority to Arrange Working Days or Work Week

Nothing contained in this section shall be construed to prevent department heads from arranging, and they are expressly authorized to arrange, individual employee's work days, work weeks, or work periods so as to provide for the proper function of departments at such hours and times as may be deemed necessary, provided that:

1. The provisions of the preceding sections are fully complied with.

2. The employee is given at least one week's notice of any change in regularly scheduled workdays, work weeks or work periods.

(Adopted 06/02/81, Benefits Book)

7.7 Flexible Work Hours

A. General, Supervisory, Professional, Probation Officers Safety, Confidential and Management Units, Deputy County Counsels and Assistant County Counsel

Flexible work hours may be arranged by mutual agreement between individual employees and their respective Department Heads with concurrence of the County Administrative Officer. Such hours shall allow the employee to work the standard number of hours within his/her workday according to his/her work schedule and shall not exceed ten (10) hours in any workday. Such schedule shall state the beginning and ending time the employee will work each day, and the length of the lunch period, in any biweekly pay period, by date, and will be agreed to in writing at least one biweekly pay period in advance of the scheduled dates.

The Department Head may reassign an employee to the normal work hours of the department by giving at least two weeks written notice to the employee. The scheduled hours shall become the "normal scheduled work hours" for all purposes, including the computation of any additional overtime. It is further agreed that while such flexible scheduling will be made available to all regular employees in the affected units on as equal a basis as possible, it must not adversely affect the efficient operations of the department. Any employee who receives less than an overall rating of "satisfactory" on his/her last regular performance evaluation shall not be eligible for flexible work hours. All flexible work hours shall allow the employee to work the standard number of hours within each biweekly pay period.

(Amended 01/11/00, General, Supervisory, and Professional Units MOU)
(Amended 001/11/00, Probation Officers Safety Unit, as part of GSP)
(Amended 02/01/00, Confidential Unit Agreement)
(Amended 02/01/00, Resolution 2000-06, Management Unit)
(Amended 02/01/00, Deputy County Counsels & Asst County Counsel Agreement)

7.8 Limitations on Work in More than One Department

No person employed in a full-time position shall work in any other permanent, temporary or seasonal position for the County of Sutter. No person shall work in two or more part-time County positions which will in combination provide for more than forty (40) hours of regularly scheduled work in any work week. This section shall not apply to Sheriff's Deputies when working levee patrol or to firefighters when they are working as volunteer firemen.

(Adopted 06/02/81, Benefits Book)

7.9 Lunch Period

A. Lunch and Break Periods - General, Supervisory, and Professional Units

Each employee shall be guaranteed a lunch period of one-half hour or one hour, to be determined by his/her department head and depending upon his/her workday. For employees working a full shift, such lunch period shall be scheduled at or near the midpoint of the scheduled hours of work. In the event an employee is requested in advance by his/her Department Head to work during his/her regular lunch period, he/she shall be credited at the applicable overtime rate for working during such lunch period.

Full time employees will be granted two (2) breaks of fifteen (15) minutes each in addition to a lunch period. One fifteen (15) minute break will be scheduled during the first half of the employee's shift and one fifteen (15) minute break will be scheduled during the second half of the employee's shift. Employees that work six (6) hours per day or less shall be granted one (1) break of fifteen (15) minutes. Breaks shall be determined by the department head and/or his/her designee consistent with the workload and in accordance with the requirements of the department. Breaks shall not be unreasonably or consistently denied. Assigned break times may be adjusted due to work load.

Missed breaks shall not accumulate nor be used to shorten the workday nor lengthen the lunch period.

Employees assigned to the Psychiatric Health Facility or Psychiatric Emergency Services in the following classification titles do not receive regularly scheduled duty-free lunch periods, and shall be compensated an extra allowance equivalent to their regular rate of pay for 30 minutes. This extra allowance is in addition to compensation for all hours of their assigned shift and is specifically excluded from hours worked for the purposes of overtime. Classifications eligible for this benefit are: Crisis Counselor, Mental Health Worker I/II, Intervention Counselors I/II, and all Nursing and Mental Health Therapist classifications assigned therein. Employees who leave the worksite for a lunch or break period must use available leave balances for their absence and shall not be eligible for the extra allowance for that work shift.

(Amended 8/20/24, General, Supervisory and Professional Units LOA)

B. Lunch Period - Management Unit, Deputy County Counsels and Assistant County Counsel

Each employee shall be guaranteed a lunch period of one-half hour or one hour, to be determined by his/her department head and depending upon his/her workday. For employees working a full shift, such lunch period shall be scheduled at or near the midpoint of the scheduled hours of work. In the event an employee is requested in advance by his/her Department Head to work during his/her regular lunch period,

he/she shall be credited at the applicable overtime rate for working during such lunch period.

(Adopted 06/02/81, Benefits Book)

C. Lunch and Break Periods – Confidential Unit and Probation Officers Safety Unit

Each employee shall be guaranteed a lunch period of one-half hour or one hour, to be determined by his/her department head and depending upon his/her workday. For employees working a full shift, such lunch period shall be scheduled at or near the midpoint of the scheduled hours of work. In the event an employee is requested in advance by his/her Department Head to work during his/her regular lunch period, he/she shall be credited at the applicable overtime rate for working during such lunch period.

Full time employees will be granted two (2) breaks of fifteen (15) minutes each in addition to a lunch period. One fifteen (15) minute break will be scheduled during the first half of the employee's shift and one fifteen (15) minute break will be scheduled during the second half of the employee's shift. Employees that work six (6) hours per day or less shall be granted one (1) break of fifteen (15) minutes. Breaks shall be determined by the department head and/or his/her designee consistent with the workload and in accordance with the requirements of the department. Breaks shall not be unreasonably or consistently denied. Assigned break times may be adjusted due to work load.

Missed breaks shall not accumulate nor be used to shorten the workday nor lengthen the lunch period.

(Amended 01/30/07, Confidential Unit Agreement)
(Amended 03/11/14, Probation Officers Safety Unit, as part of GSP)

7.10 Deleted - Meal Allowance - Fire Safety Unit (See Fire Safety Unit MOU)

7.11 Meal Allowances – Unscheduled Overtime – General, Supervisory, Professional, and Probation Officers Safety Units

Represented employees who are required to work more than four (4) hours of unscheduled overtime within a twenty-four hour period shall receive a meal allowance in the amount of fifteen dollars ($15.00). For the purposes of this section, "unscheduled" overtime is overtime that is not scheduled at least twenty-four hours in advance of the time that it begins. For the purposes of this section, the "twenty-four hour period" for determining eligibility shall be twenty-four consecutive hours beginning with the start of the employee's workday. This benefit will not pyramid with any other meal allowance benefit payable to represented employees.

(Adopted 03/01/11, General, Supervisory and Professional Units MOU)
(Adopted 03/01/11, Probation Officers Safety Unit, as part of GSP)

SECTION 8.0

OVERTIME

8.1 Definition

General, Supervisory, Professional, Probation Officers Safety, and Confidential Units

"Overtime work" for all unit members shall be defined as all authorized work by an eligible employee in excess of forty (40) hours in a seven (7) day work period performed by a full-time regular employee.

Authorized overtime shall be compensated for in equivalent time off at a rate of one and one-half hours for each overtime hour worked or cash payment at the rate of one and one-half times the employee's equivalent hourly rate as specified below.

Sick leave shall not be considered hours worked for purposes of calculating overtime.

(Amended 01/23/24, Probation Officers Safety Unit LOA)
(Amended 01/23/24, General, Supervisory and Professional Units LOA)
(Amended 01/23/24, Confidential Unit)

8.2 Deleted – Law Enforcement Unit (See DSA and POA MOU's)

8.3 Deleted – Fire Safety Unit (See Fire Safety Unit MOU)

8.4 County Policy Regarding Overtime Work

It is the policy of Sutter County to avoid overtime work whenever possible. Overtime work shall be used only to supply essential public services or perform necessary duties during emergencies or where performance of overtime work by regular employees is more economical than adding new employees by creation of new regular or extra help positions.

(Adopted 06/02/81, Benefits Book)

8.5 Authorization

All compensable overtime must be authorized by the Department Head or his/her designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions as specified by the Department Head, confirming authorization must be made on the next regular working day following the date on which the overtime was worked.

(Adopted 06/02/81, Benefits Book)

8.6 Rate and Type of Compensation

General, Supervisory, Professional, and Confidential Units

Except as specified herein, authorized overtime shall be converted to compensatory time at a rate of one and one-half hours for each overtime hour worked, except that with approval of the County Administrative Officer or designee, such overtime may be paid at the option of the appointing authority. After an employee has accumulated a maximum of eighty (80) compensatory hours at the close of any biweekly pay period, all compensatory hours in excess of eighty (80) shall be paid. The employee may request to cash out up to forty (40) hours of accrued compensatory time during the month of June each year. Such requests shall be approved or denied at the sole option of the department head. An employee so paid, who is enrolled in the County-sponsored Deferred Compensation Plan, may elect to be compensated in the form of cash or deferred compensation. The choice to receive deferred compensation will be subject to the rules and limitations of the Deferred Compensation Plan.

(Amended 11/17/20, Confidential Unit Agreement)
(Amended 03/23/21, General, Supervisory and Professional Units MOU)

Probation Officers Safety Units

Except as specified herein, authorized overtime shall be converted to compensatory time at a rate of one and one-half hours for each overtime hour worked, except that with approval of the County Administrative Officer or designee, such overtime may be paid at the option of the appointing authority. After an employee has accumulated a maximum of one hundred and twenty (120) compensatory hours at the close of any biweekly pay period, all compensatory hours in excess of one hundred and twenty (120) shall be paid. The employee may request to cash out up to forty (40) hours of accrued compensatory time during the month of June each year. Such requests shall be approved or denied at the sole option of the department head. An employee so paid, who is enrolled in the County-sponsored Deferred Compensation Plan, may elect to be compensated in the form of cash or deferred compensation. The choice to receive deferred compensation will be subject to the rules and limitations of the Deferred Compensation Plan.

(Amended 06/28/22, Probation Officers Safety Unit MOU)

8.7 Deleted – Rate and Type of Compensation - Fire Safety Unit (See Fire Safety Unit MOU)

8.8 Deleted – Rate and Type of Compensation - Shift Workers and Specified Positions in the General, Supervisory and Professional Units

8.9 Overtime/Administrative Leave – Management Unit, Deputy County Counsels and Assistant County Counsel

Employees shall not be eligible for overtime payment nor for equivalent time off in lieu thereof, provided, however, that such employees shall be eligible for one hundred and four (104) hours (13 eight-hour days) of administrative leave per calendar year in lieu of any overtime as may be required. Such administrative leave shall be credited to that eligible employee as of the first day of the first full pay period in January each year and shall not be cumulative from year to year.

Eligible employees who begin County employment after the first working day of the first full pay period in January shall receive a prorated allowance during their first calendar year of employment.

An eligible employee who does not take or elects in writing not to take up to one hundred and four (104) hours of his/her administrative leave shall receive an equivalent value for his/her unused administrative leave provided, however, that an eligible employee shall be able to convert up to one hundred and four (104) hours on unused administrative leave in any fiscal year. An eligible employee may convert up to one hundred and four (104) hours of unused administrative leave as taxable compensation or convert up to one hundred and four (104) hours of unused administrative leave as a County contribution to a County sponsored tax deferred compensation plan or convert up to one hundred and four (104) hours of unused administrative leave in any combination of taxable compensation and/or contribution to a County sponsored tax deferred compensation. For conversion of administrative leave to a County sponsored tax deferred compensation plan, employee must be currently enrolled in a County sponsored tax deferred compensation plan. For both types of conversion, the value of the administrative leave shall be an amount equal to the value for the number of hours converted using the employee's hourly rate at the time of conversion. Other than as set out in this paragraph, payment for accrued administrative leave shall not be permitted.

Employees that have accumulated comp time balances shall be required to use such balances prior to the use of administrative leave.

Other than department heads, employees shall seek prior authorization from the appointing authority or his/her designated representative before using any administrative leave.

Appointed department heads shall be entitled to take administrative leave after considering the needs of the department. The County Administrative Officer may, at his/her discretion, cancel such leave at any time.

(Amended 01/30/07, Resolution 07-006, Management Unit)
(Amended 01/30/07, Deputy County Counsels & Assistant County Counsel Agreement)

8.10 Administrative Leave – Confidential Unit

Regular employees shall receive fifty-six (56) hours (7 eight-hour days) of administrative leave per calendar year. Such administrative leave shall be credited to that eligible employee as of the first day of the first full pay period in January each year and shall not be cumulative from year to year. Eligible employees who begin County employment after the first working day of the first full pay period in January shall receive a prorated allowance during their first calendar year of employment.

An eligible employee who does not take or elects in writing not to take up to forty (40) hours of his/her administrative leave shall receive an equivalent value for his/her unused administrative leave, provided, however, that an eligible employee shall only be able to convert up to forty (40) hours of unused administrative leave in any fiscal year.

An eligible employee may convert up to forty (40) hours of unused administrative leave as taxable compensation or convert up to forty (40) hours of unused administrative leave as a County Contribution to a County sponsored tax deferred compensation plan or convert up to forty (40) hours of unused administrative leave in any combination of taxable compensation and/or contribution to a County sponsored tax deferred compensation plan. For conversion of administrative leave to a County sponsored tax deferred compensation plan, employee must be currently enrolled in a County sponsored tax deferred compensation plan. For both types of conversion, the value of the administrative leave shall be an amount equal to the value of the number of hours converted using the employee's hourly rate at the time of conversion.

Other than as set out in this paragraph, payment for accrued administrative leave shall not be permitted.

(Amended 01/03/06, Confidential Unit Agreement)

8.11 Use of Accumulated Compensatory Time

A. General, Supervisory, Professional, Probation Officers Safety, Confidential and Management Units

The use of compensatory time shall be on a date mutually agreed upon by the employee and the department head, with due consideration given to the efficient operation of the department and current departmental workload. Employee requests to take compensatory time off shall not be unreasonably denied by the department head. The smallest increment of compensatory time which may be taken off is one-quarter (¼) hour, or a lesser amount as needed to exhaust the leave balance.

(Amended 08/09/22, General, Supervisory and Professional Units MOU)
(Amended 07/22/25, Probation Officers Safety Unit MOU)
(Amended 07/22/25, Confidential Unit per Board action)
(Amended 07/22/25, Management Unit per Board action)

8.12 Prohibition Against Hiring Substitute to Replace Employee Taking Comp Time Off

No Department Head may employ a person from outside the service of the County or from outside his/her department as a substitute for a regular employee who is on leave of absence with pay on account of overtime service, nor shall any Department Head assign or transfer any person within the department as a substitute for any person who is on leave of absence with pay on account of overtime service, where such person assigned or transferred receives an increase in pay as a result of such assignment or transfer, it being the intent of this provision that where persons are allowed time off with pay for overtime service, the department must perform the work of such absentee without additional cost or expense. Any exceptions of this policy must be approved by the Board of Supervisors.

(Adopted 06/02/81, Benefits Book)

8.13 Cash Payment Upon Termination

Any employee who terminates employment with the County shall be entitled to cash payment at the employee's equivalent hourly rate for overtime accumulated as of the date of termination.

(Adopted 06/02/81, Benefits Book)

8.14 Deleted – Cash Payment Upon Termination – Law Enforcement Unit (See DSA and POA MOU's)

8.15 Part-Time Employees

Part-time employees shall be compensated for overtime at their regular hourly rate or one hour of compensating time off for each hour worked in excess of their normal work day or week; provided, however, for work performed in excess of forty hours per week, they shall be compensated in accordance with the overtime rate.

(Adopted 06/02/81, Benefits Book)

8.16 Extra Help Employees, excluding Fire Safety Unit

Extra help employees shall be paid at the overtime rate after having worked forty hours during their normal work week.

(Adopted 06/02/81, Benefits Book)

8.17 Limitation on Consecutive Hours of Work

No employee may be requested to work more than sixteen (16) consecutive hours, except as may be necessary for the preservation of life or property.

(Adopted 06/02/81, Benefits Book)

8.18 Overtime/Travel To and From Conferences and Training Sessions

A. General, Supervisory, Professional, Probation Officers Safety, & Confidential Units

Non-exempt employees: Department Heads may adjust employees' work schedules to avoid travel-related overtime. Scheduling adjustments will be based upon the needs of the department however the wishes of the employee will be considered. Any time used by non-exempt employees traveling to and from required or mandated conferences, seminars, or training sessions shall be compensated at either straight-time or at the rate of one and one-half (1 ½) hours for each overtime hour worked pursuant to Section 8.1, whichever is appropriate.

Exempt employees: Department Heads may adjust employees' work schedules to avoid having travel-related time result in the employee working more than forty (40) hours in a seven (7) day period. Scheduling adjustments will be based upon the needs of the department however the wishes of the employee will be considered. Such adjustments may result in the mandatory use of an equivalent amount of compensatory time off. Any time used by exempt employees traveling to and from required or mandated conferences, seminars or training sessions shall be compensated at the employee's hourly rate (straight time).

(Adopted 02/26/08, General, Supervisory and Professional Units MOU)
(Adopted 02/26/08, Probation Officers Safety Unit, as part of GSP)
(Adopted 02/26/08, Confidential Unit Agreement)

8.19 Daylight Savings

General, Supervisory and Professional Units

A. If the changeover from Daylight Savings Time to Standard Time in the fall results in an extended workday, employees shall be compensated for the actual number of hours worked, including overtime compensation if applicable.

B. If the changeover from Standard Time to Daylight Savings Time in the spring results in a reduced workday, employees will be compensated for the actual number of hours worked, except that employees shall use available leave balances to offset 30 minutes of lost pay that would otherwise occur, and the County will compensate employees for the remaining thirty (30) minutes of lost pay.

(Amended 09/09/25, General, Supervisory and Professional Units MOU)

Probation Officers Safety, Confidential and Management Units, Deputy County Counsels and Assistant County Counsel

Overtime is not earned for the additional hours in connection with the changeover from Daylight Savings Time to Standard Time in the fall. Conversely, time is accounted as standard for the hour when Standard Time changes to Daylight Savings Time in spring.

(Adopted 06/02/81, Benefits Book)

8.20 Court Witness - When Eligible for Overtime

Off-duty time spent as a witness in court in connection with regular duties as a County employee shall be considered overtime.

(Adopted 06/02/81, Benefits Book)

8.21 Overtime For Work At Home While In Standby Status – General, Supervisory, Professional, Probation Officers Safety, and Confidential Units

An employee who is assigned to Restricted or Unrestricted Stand-By duty and who performs work from his/her home while assigned in response to a request for assistance shall be compensated at his/her regular overtime rate of pay for all time so worked in accordance with Section 8.1 A or B of the *Rules Governing Employee Compensation, Benefits and Working Conditions.* For the purposes of this section, the work performed must fall within the scope of the employee's stand-by duties and shall consist of an attempt to actually resolve the situation presented by the caller. Answering the telephone/page and initially determining the appropriate level of response is inherent in stand-by duty. If no other work, as described above, is performed, answering the telephone/page shall not be considered work for the purposes of this section. Overtime worked pursuant to this Section shall be subject to supervisory/management review, verification and approval.

(Adopted 02/26/08, General, Supervisory and Professional Units MOU)
(Adopted 02/26/08, Probation Officers Safety Unit, as part of GSP)
(Adopted 02/26/08, Confidential Unit Agreement)

8.22 Special Overtime Provision – Management Unit Employees in Law Enforcement

Management Unit employees in Law Enforcement who are ordered or authorized to work by the department head or designee in response to a County and State declared local emergency or in connection with a state or federal grant will be paid at the overtime rate of one and one-half (1.5) times the employee's hourly rate, identified on the County's Salary Resolution, for hours worked that exceed the employee's regularly scheduled workweek.

The County may enter into agreements to provide supplemental law enforcement services for special local events, in accordance with Government Code section 53069.9. When Management Unit employees in Law Enforcement are ordered or authorized by the department head or designee to work as supervisors providing supplemental law enforcement services as that term is used in Government Code section 53069.8, they will be paid at the overtime rate of one and one-half (1.5) times the employee's hourly rate, identified on the County's Salary Resolution, for hours worked that exceed the employee's regularly scheduled workweek.

(Adopted10/29/24, Resolution 24-054, Management Unit)

SECTION 9.0

CALL BACK PAY

9.1 Call Back Pay/Definition and Minimum Credit - General, Supervisory, Professional, and Confidential Units

Except as otherwise specified in these rules, when an employee returns to work because of a departmental request made after he/she has completed his/her normal work shift and left his/her work station, he/she shall be credited with a minimum of two (2) hours work at the overtime rate (3 hours straight time pay) except that employees who are on standby and are called back to work shall be credited with a minimum of two (2) hours work at the overtime rate for the first call back and a minimum of one (1) hour work at the overtime rate for each additional call back occurring during a standby shift. An employee credited with two (2) hours pursuant to this section may be assigned other work in his/her job classification until the guaranteed time has elapsed. An employee shall be credited with not more than one (1) minimum guarantee for work performed during any two (2) consecutive hours period.

There shall not be any duplication of pyramiding of rates paid under this section.

Payment for work performed when an employee is called back to work shall include the reasonable time necessary to arrive at and return from the job site.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

9.2 Regularly Scheduled Night Meetings

Employees who attend regularly scheduled night meetings which require the employee to return to work shall be credited only with the hours they actually work at the overtime rate.

(Adopted 6/2/81, Benefits Book)

(This page intentionally left blank)

SECTION 10.0

STANDBY PAY

10.1 Unrestricted Standby Pay

A. General, Supervisory, and Professional Units

Effective July 6, 2019, whenever any employee is required to remain available on a standby basis, he/she shall be compensated at the rate of three dollars and twenty-five cents ($3.25) per hour for each hour on unrestricted standby. The assignment of classifications of employees to standby duty shall be approved by the Board of Supervisors or County Administrative Officer. Standby duty means time in excess of official work week during which an employee is required to return to duty when called to do so. For purposes of this section, individuals required to remain available on a standby basis must at all times leave a telephone number where they can be reached and can return within a reasonable length of time as defined herein. The possession of a County "beeper" or "pager" shall not constitute standby duty unless the appointing authority or his/her designated representative has specifically assigned the employee to standby duties.

(Amended 11/06/18, General, Supervisory and Professional Units MOU)

10.2 Restricted Standby Pay - General, Supervisory, Professional, and Confidential Units

Whenever any employee is required to remain available on a standby basis and be immediately available to a department's requirement for return to duty, he/she shall receive the minimum wage as defined within the Fair Labor Standards Act. If such standby hours exceed the employee's assigned work period, such employee may be eligible for overtime in accordance with Section 8.0, Overtime. Such employee shall have his/her regular rate of pay and his standby pay calculated in accordance with the requirements of the Fair Labor Standards Act. The possession of a County "beeper" or "pager" shall not constitute standby duty unless the appointing authority or his/her designated representative has specifically assigned the employee to standby duties.

(Adopted 06/24/86, General, Supervisory and Professional Units MOU)
(Adopted 07/08/86, Confidential Agreement)

10.3 Standby Definitions – General, Supervisory, Professional, and Confidential Units

A. Restricted Standby

An employee who is assigned to restricted standby duty shall immediately set aside all personal business/activities and shall respond without delay to the designated location when required to do so by appropriate authority. An employee on restricted standby duty shall not engage in any activity that: would cause him/her to be unavailable for call-up; would tend to delay his/her ability to respond; or would tend to increase his/her travel time beyond the time deemed appropriate by appropriate authority.

B. Unrestricted Standby

An employee who is assigned to unrestricted standby duty shall not engage in any activity that would cause him/her to be unavailable for call-up, will answer telephone calls/pages immediately and will be required to physically respond to the designated location within one (1) hour unless a longer response time has been approved by the appropriate authority.

(Adopted 02/26/08, General, Supervisory and Professional Units MOU)
(Adopted 02/26/08, Confidential Unit Agreement)

10.4 Standby Pay – Management Unit

Effective December 3, 2022, the County agrees to pay standby pay for Program Managers in the Public Guardian/Conservator, Psychiatric Health Facility (PHF) and Psychiatric Emergency Services (PES) when managing facility, client, and staff needs between the hours of 5 p.m. and 8 a.m. Management standby pay shall be paid at the regularly hourly rate up to a maximum of $8,000 per Program Manager per calendar year.

(Amended 09/09/25, Management Unit)

(This page intentionally left blank.)

SECTION 11.0

VACATION LEAVE

11.1 Vacation Entitlement

A. This section shall apply to regular, full-time employees in the classified service and limited-term employees who have been granted vacation benefits by the Board of Supervisors in accordance with Section 5.2 (d) of the Sutter County Rules Governing Employee Compensation, Benefits and Working Conditions.

B. Vacation Accrual Rates

Employees shall be entitled to vacation at the following rates:

Years of Service	Vacation Accrual Rates
Less than 5 years	.0424 hours for each hour of pay during the regularly scheduled work period (i.e. eleven (11) 8-hour days per year).
5, but less than 10 years	.058 hours for each hour of pay during the regularly scheduled work period (i.e. fifteen (15) 8-hour work days per year).
10, but less than 15 years	.0654 hours for each hour of pay during the regularly scheduled work period (i.e. seventeen (17) 8-hour work days per year).
15 or more years	.077 hours for each hour of pay during the regularly scheduled work period (i.e. twenty (20) 8-hour work days per year).

Employees shall not exceed credit for more than the maximum listed above in any pay period. Such credit shall be applied to the employee's vacation accumulation account only after completion of each pay period.

The above does not apply to extra help employees.

(Amended 01/11/00, General, Supervisory and Professional Units MOU)
(Amended 01/11/00, Probation Officers Safety Unit, as part of GSP)
(Amended 02/01/00, Confidential Unit Agreement)
(Amended 02/01/00, Resolution 2000-06, Management Unit)
(Amended 02/01/00, Deputy County Counsels and Assistant County Counsel Agreement)

11.2 Maximum Accumulation

Earned vacation for each regular employee in the classified service shall be credited at the end of each biweekly payroll period, computed on the basis of hours of actual service, and may be accumulated to a total of not more than three hundred twenty (320) hours.

The above does not apply to extra help employees

(Amended 11/17/20, Probation Officers Safety Unit MOU)
(Amended 11/17/20, Confidential Unit Agreement)
(Amended 11/17/20, Resolution 20-061, Management Unit)
(Amended 11/17/20, Deputy County Counsels & Asst. County Counsel Agreement)
(Amended 03/23/21, General, Supervisory and Professional Units MOU)

11.3 One Year Defined as Twenty-Six Biweekly Pay Periods

For purposes of this section, one year shall be equivalent to twenty-six (26) biweekly pay periods.

(Adopted 06/02/81, Benefits Book)

11.4 Ineligible Employees

Temporary or extra help employees do not earn vacation rights.

(Adopted 06/02/81, Benefits Book)

11.5 No Vacation with Pay in Excess of Amount Accrued

No employee shall be allowed any vacation with pay in excess of that actually accrued at the time such vacation is taken.

(Adopted 06/02/81, Benefits Book)

11.6 Permanent Part-Time Employees

All employees occupying permanent positions who are employed on a part-time basis shall be entitled to accrue vacation in the same ratio to the vacation of a full-time employee as the number of hours per biweekly pay period in the part-time work schedule is to the number of biweekly hours in the full-time work schedule of the department.

(Adopted 06/02/81, Benefits Book)

11.7 No Vacation Accrual While on Leave Without Pay

No employee who has been granted a leave without pay shall accrue any vacation leave during the time of such leave, nor shall an employee who is absent without leave accrue vacation leave during the absence.

(Adopted 06/02/81, Benefits Book)

11.8 Change in Basic Work Week - Vacation Balance Conversion

In the event an employee's basic workweek is changed, any vacation balance accumulation at the time of such change shall be converted to an equivalent balance under the new basic workweek.

(Adopted 06/02/81, Benefits Book)

11.9 Scheduling and Granting by Appointing Authority

A. General, Supervisory, Professional, and Probation Officers Safety Units

Each Department Head shall be responsible for scheduling the vacation of his/her employees in such a manner as to achieve the most efficient functioning of the department and the County service. A request for vacation by an employee shall be submitted in advance to his/her appointing authority. Vacations shall be taken at such time as may be approved by the department head; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

If the vacation request is for forty (40) hours or more and is submitted thirty (30) or more calendar days in advance, the appointing authority, or his/her designee, will approve or deny the request within ten (10) working days unless the employee requests expedited processing and explains the reason for the request. If expedited processing is requested, the appointing authority or designee will make every reasonable effort to comply with the timeline requested by the employee.

If the vacation is submitted fewer than thirty (30) calendar days but more than five (5) working days in advance, the appointing authority shall respond within five (5) working days from the date the employee submits the request, whenever practical.

Although the use of vacation is intended to be planned as far in advance as is reasonably possible, vacation requests for the employee’s normal workday or less due to unforeseen circumstances may be made fewer than five (5) days in advance, to include same day requests. In such cases, the appointing authority or his/her designee shall approve or deny the request as soon as practical.

No vacation shall be granted to, or taken by, an employee without the consent of the appointing authority or his/her designated representative.

(Amended 11/17/20, Probation Officers Safety Unit MOU)
(Amended 03/23/21, General, Supervisory and Professional Units MOU)

B. Management, and Confidential Units and Deputy County Counsels

Each Department Head shall be responsible for scheduling the vacation of his/her employees in such a manner as to achieve the most efficient functioning of the department and the County service. A request for vacation by an employee shall be submitted in advance to his/her appointing authority. Vacations shall be taken at such time as may be approved by the department head; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods. The appointing authority shall respond within five (5) working days from the date the employee submits the request, whenever practical. No vacation shall be granted to, or taken by, an employee without the consent of the appointing authority or his/her designated representative.

(Adopted 06/30/87, Resolution No. 87-91, Management Unit)
(Adopted 06/23/87, Deputy County Counsels Agreement)
(Amended 11/17/20, Confidential Unit Agreement)

11.10 Deleted – Vacation Leave/Probationary Employees

11.11 Payment Upon Separation from County Service

Any person separating from County service who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of vacation earned through the last day worked, based on the pay rate in effect for each person on the last day actually worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.

(Amended 12/06/11, Confidential Unit Agreement)
(Amended 12/06/11, Resolution No. 11-101 Management Unit)
(Amended 12/06/11, Deputy County Counsels Agreement)
(Amended 12/06/11, General, Supervisory and Professional Units MOU)
(Amended 12/06/11, Probation Officers Safety Unit, as part of GSP)

11.12 Deleted – Payment Upon Separation from County Service – Law Enforcement Unit

(see DSA and POA MOUs)

11.13 Deleted – Personal Leave – General, Supervisory and Professional Units

11.14 Conversion of Accumulated Vacation

In November of each year, an employee who has used at least forty (40) hours of vacation during the current calendar year may elect to convert up to one hundred and twenty (120) hours of accumulated but unused vacation to the employee's deferred compensation account provided that, following the conversion, the employee has at least forty (40) hours of accumulated vacation remaining.

(Amended 11/06/18, General, Supervisory and Professional Units MOU)
(Amended 11/06/18, Confidential Unit Agreement)
(Amended 11/06/18, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 04/09/19, Resolution 19-026, Management Unit)
(Amended 07/24/25, Probation Officers Safety Unit MOU)

SECTION 12.0

SICK LEAVE

12.1 General

Sick leave with pay shall be earned by regular employees in the classified service and may be used in accordance with these rules.

For purposes of this section, one year shall be equivalent to twenty-six (26) biweekly pay periods.

The Board of Supervisors recognizes that it may become necessary for an employee who is ill or injured to be absent from work. For this reason the Board has established a sick leave plan designed to protect the earnings of the employee during those times.

Sick leave is granted for necessary absences from work due to a legitimate personal illness or injury, personal medical/dental appointments or for family illness or injury.

Sick leave is a monetary benefit, like insurance to protect the earnings of the employee. It aids the employee in meeting bills and other financial obligations when sickness or injury has temporarily taken away the ability to work. Sick leave is not intended to provide a paid day off, like holidays and vacation, under the guise of "sickness". The County provides sick leave as a benefit to employees. However, the County's first obligation to the residents of Sutter County is to provide cost-effective services. Therefore, the effect of the use of sick leave on services and employee performance is a critical matter.

12.2 Sick Leave - Rate of Accumulation

Sick leave shall accrue at the rate of .0462 hours for each hour paid to a maximum of approximately 3.7 hours in a pay period (i.e. twelve (12) 8-hour days per year). Sick leave shall be credited at the end of each biweekly pay period.

The above does not apply to extra help employees.

12.3 Paid Sick Leave for Extra Help Employees

A. The purpose of this policy is to comply with AB1522, the Healthy Workplaces, Healthy Families Act of 2014, California Labor Code Sections 245 – 249, which entitles all employees who work more than thirty (30) days within a year to paid sick leave.

While the law applies to all Sutter County employees, this policy specifically addresses paid sick leave for extra help employees.

B. Definitions:

1. Employee: For purposes of this policy, an employee includes an individual who is employed by Sutter County as extra help.

2. Family Member: Includes any of the following:

   a. A child, which for purposes of this policy means biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
   b. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
   c. A spouse.
   d. A registered domestic partner.
   e. A grandparent.
   f. A grandchild.
   g. A sibling.

3. Paid Sick Days: Time that is compensated at the same wage as the employee normally earns during regular work hours.

C. Sick Leave – Rate of Accumulation

Extra help employees shall accrue one (1) hour of sick leave for every thirty (30) hours worked and may be accumulated to a total of not more than eighty (80) hours. *(Amended 01/23/24 by Board of Supervisors)*

D. Use of Sick Leave

An employee shall be eligible to use their sick leave accruals beginning on the 90th day of employment. Sick leave can only be used on days the employee is scheduled to work.

Use of accruals is limited to no more than 3 days (24 hours) per calendar year. There is no minimum increment of sick leave required to be used.

Sick leave accruals can be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or their family member, as defined.

Sick leave can also be used for the following purposes related to the health and safety of an employee who is a victim of domestic violence, sexual assault, or stalking:

a. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
b. To seek medical attention for injuries;
c. To obtain services from a shelter, program, or crisis center;
d. To obtain psychological counseling; and
e. To participate in safety planning and take other actions to increase safety, including temporary or permanent relocation.

Reasons for the use of paid sick leave shall be treated as confidential and shall not be disclosed to any person except as required by law.

E. Notification

An employee can request to use their sick leave orally or in writing. When the need to use sick leave is foreseeable, the employee shall provide reasonable advance notification to his/her first line supervisor or other individual designated by the appointing authority. In all other instances the employee shall notify his/her first line supervisor or other individual designated by the appointing authority within one-half hour after the time set for beginning his/her duties unless circumstances make it impossible, then notification will be provided as soon as practicable.

F. End of Temporary Employment

An employee shall not be compensated for sick leave accruals upon termination of employment or release. An extra help employee who is hired into a permanent position shall retain their sick leave accruals.

G. Rehire

An employee's sick leave accruals at the time of termination of employment will be reinstated if he/she is rehired within one year.

A rehired employee, who returns within one year, is eligible to use their sick leave accruals immediately upon being rehired and does not need to wait for the 90th day of employment regardless of how long the employee was previously employed with the County.

H. Retaliation

Denying an employee the right to use paid sick leave is prohibited. Retaliation or discrimination against an employee who requests or uses paid sick leave is prohibited. Employee has the right to file a complaint against an employer who retaliates or discriminates against him/her for requesting or using accrued sick

days; attempting to exercise the right to use accrued paid sick days; filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code; or cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.

12.4 Permissive Uses of Sick Leave

Sick leave may be applied to:

A. An absence necessitated by an employee's personal illness or injury, diagnosis, care or treatment of an existing health condition of, or preventive care for, an employee.

B. Absence due to an employee's exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a treating provider designated by the County that the presence of the employee on duty would endanger the health of others.

C. Illness or disability to an employee caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery from any of the foregoing.

D. Health and safety of an employee who is a victim of domestic violence, sexual assault, or stalking:

1. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
2. To seek medical attention for injuries;
3. To obtain services from a shelter, program, or crisis center;
4. To obtain psychological counseling; or
5. To participate in safety planning and take other actions to increase safety, including temporary or permanent relocation.

E. Medical and dental office appointments. Employees are requested to secure medical and dental appointments on their own time, but when this is not possible, appointments shall be secured to reduce to a minimum the time away from work. Employees are encouraged to have periodic examinations to maintain their health.

F. While the County's sick leave is designated to benefit the employee, this does not mean that the employee does not have a responsibility. Generally, employees are responsible for proper use of the benefit; and it is expected they will make every effort to recuperate through rest and/or medication.

G Sports and other non-county work activities are inappropriate and unacceptable for an employee who is on paid sick or disability leave during scheduled work time from their county position, unless such activity is prescribed by the treating provider for the specific purpose of rehabilitation.

12.5 Family Sick Leave

Whenever any employee in the classified service believes it necessary that he/she be absent from duty because of the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee's family member, he/she may request from his/her department head to be absent. Any such time off shall be charged against sick leave. Such leave shall be subject to all the provisions of Section 12.9, 12.10, 12.12 and other appropriate sections.

Family member is defined as follows: child, parent, spouse/registered domestic partner, grandparent, grandchild and sibling. Child is defined as a biological, adopted or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands in loco parentis, regardless of the child's age or dependency status.

Parent is defined as a biological, step or adopted parent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood "in loco parentis" to the employee when the employee was a child. A "domestic partner" means a person who qualifies as a domestic partner under Family Code Sections 297, et seq., and has registered as a domestic partner with the California Secretary of State.

12.6 Prohibitive Uses of Sick Leave

No employee shall be entitled to sick leave with pay while absent from duty on account of any of the following reasons:

1. Sickness, injury or disability sustained while on leave of absence without pay.

2. Disability arising from any sickness or injury purposely self-inflicted, unless at the time of said sickness or injury the employee was under the care of a psychiatrist, psychologist or PSW.

3. Inability to work because of intemperance or "hangover" except in those instances when an employee is under the care of a treating provider or recognized alcoholic treatment program.

Sick leave shall not be used as vacation, but vacation or compensatory time off may be used in lieu of sick leave.

12.7 Procedures for Sick Leave Accrual

An employee shall not begin to accrue sick leave with pay until the first day of the biweekly pay period following the biweekly pay period in which such employee begins work; provided, however, that if a new employee begins work on the first working day of the biweekly pay period, such employee shall accrue sick leave beginning as of that date.

Employees shall accumulate sick leave accruals without limit. Sick leave shall be earned as follows:

1. Each regular full-time employee shall accrue sick leave with pay as specified in Section 12.2 above.

2. A regular part-time employee shall accrue sick leave with pay in the proportion that his or her regularly scheduled hours of part-time service bear to regular full-time service

3. Sick leave credit shall accrue on the first day of the biweekly pay period following the biweekly pay period when sick leave credit is earned.

12.8 Limit on Use of Sick Leave with Pay

No employee shall be allowed any sick leave with pay in excess of that actually accrued at the time such sick leave is taken.

12.9 Notification

A key issue is the responsibility of the employee to notify the supervisor of the illness and to keep the immediate supervisor informed of his/her progress during the course of the illness.

When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request authorization for sick leave at such time from his/her first line supervisor or other individual designated by the appointing authority. In all other instances the employee shall notify his/her appointing authority or his/her designated representative within one-half hour after the time set for beginning his/her daily duties unless circumstances make it impossible to provide said notice within one-half hour after the time set for beginning his/her daily duties.

If an employee is absent on an extended illness, it is the employee's responsibility to maintain contact with the immediate supervisor and to keep the supervisor informed of the expected date of return.

12.10 Denial

If sick leave is denied, the subject absence shall be deemed to be leave without pay unless vacation or comp time are authorized.

Up to one-half of an employee’s annual sick leave accrual used each calendar year cannot be denied, if taken in accordance with these rules.

12.11 Medical Certification

There will be times when the supervisor will require the employee to provide medical certification to support the claim for the sick leave benefit. Such certification will be necessary under the following conditions and/or Section 12.12:

A. For an absence of one day or less, the appointing authority may only require an employee to submit medical certification if the employee is notified by the appointing authority or his/her designated representative at or before the time he/she calls in sick that such medical certification will be required. The appointing authority or his/her designated representative may only require a medical certification for an absence of one day or less if he/she has reason to believe that the employee is or may be abusing the sick leave privilege. In addition, the appointing authority may make whatever investigation into the circumstances that appears warranted so long as reasonable before approving any sick leave.

B. The medical certification must be signed by the treating provider and shall include:

1. The date the employee was seen by the treating provider.

2. The dates the injury or illness prevent the employee from working.

3. The expected date the employee can return to work.

4. Restrictions on or limitations of work activity upon return to work, and the time during which they apply.

Failure to provide a medical certification acceptable to the appointing authority when required shall result in the denial of sick leave and may result in disciplinary action

12.12 Abuse of Sick Leave

Recognizing a potential for the abuse of sick leave, the County may employ reasonable means to determine the validity of any sick leave use, including placing restrictions on the use of sick and other leave balances. Evidence substantiating the abuse of sick leave including, but not limited to, instances of misrepresentation or violation of the rules set forth herein shall be construed as grounds for disciplinary action up to and including termination.

Fraudulent claims for sick leave will not be paid and disciplinary action, up to and including termination from County employment, as appropriate, may be taken against the employee.

Potential indicators of abuse:

1. A pattern of sick leave use involving days adjacent to scheduled days off and holidays.

2. Refusal or inability to provide medical substantiation when requested.

3. Frequent absences with vague or questionable substantiation.

4. Frequent or recurring exhaustion of sick leave soon after it is earned (unless for substantiated medical reasons).

5. Organized “sick out”.

6. Use of available leave balances at a rate higher than what is accrued.

7. Recurring leave without pay (unauthorized absences) defined as an absence from work without authorization and with no available leave.

12.13 Unused Sick Leave Compensation

Upon termination of employment with the County of Sutter, an employee who has at least seven (7) years of continuous service (periods of lay off shall not count as a break in service for purposes of this section) shall receive payment in an amount equal to fifteen percent (15%) of his or her unused sick leave balance at the employee’s rate of pay at the time of termination up to a maximum of one hundred fifty-six (156) hours.

Upon termination of employment with the County of Sutter, an employee who has at least fifteen (15) years of continuous service (periods of lay off shall not count as a break in service for purposes of this section) shall receive payment in an amount equal to twenty percent (20%) of his or her unused sick leave balance at the employee’s rate of pay at the time of termination up to a maximum of two hundred eight (208) hours.

Upon termination of employment with the County of Sutter, an employee who has at least twenty-five (25) years of continuous service (periods of lay off shall not count as a break in service for purposes of this section) shall receive payment in an amount equal to twenty-five percent (25%) of his or her unused sick leave balance at the employee’s rate of pay at the time of termination up to a maximum of two hundred sixty (260) hours.

Upon retirement, an employee who has at least seven (7) years of continuous service (periods of layoff shall not count as a break in service for purposes of this section) may elect to have his or her unused sick leave applied as service credit with CalPERS or may elect to receive payment for his or her unused sick leave as provided for in the paragraphs above, and have the remaining balance of unused sick leave applied as service credit with CalPERS.

12.14 Scheduled Holiday/Vacation

1. Any employee who is scheduled to work an eight (8), nine (9) or ten (10) hour shift on a holiday, but is unable to work due to illness or injury will receive holiday pay at straight time for eight (8) hours and have the balance of the scheduled shift, if any, charged to sick leave upon approval of sick leave usage.

2. Should an employee, while on vacation, become hospitalized or bedridden, that employee may request that his/her vacation time be converted to sick leave. Such request may be granted at the department head's discretion and shall

require a valid medical certification which covers the dates of the request to be presented by the employee immediately upon his or her return to work.

12.15 Supervisory Review

Supervisory personnel are charged with the responsibility of reviewing and evaluating sick leave usage. To accomplish this, supervisory personnel will be looking for patterns of use that may indicate to them potential abuse. If employees' pattern of sick leave usage is as described in Section 12.12, they shall be made aware that they are suspected of abusing the sick leave benefit and may have restrictions placed on the usage of sick leave and other available leaves.

12.16 Sick Leave/Disability Retirement

Notwithstanding any provision of these rules to the contrary, no sick leave shall accrue or be taken and no payment for sick leave other than a payment authorized by Section 12.13 shall be made to any employee after a final administrative determination by the Board of Supervisors that he or she is eligible for disability retirement pursuant to Article 3, Division 5, Title 2 of the Government Code commencing at Section 21020 has become effective.

12.17 Rehire

General, Supervisory, Professional, Confidential, Probation Officers Safety, and Management Units, and Deputy County Counsels and Assistant County Counsel

An employee’s sick leave accruals forfeited at the time of separation from employment will be reinstated if he/she is rehired within one year, pursuant to law.

(Amended 08/09/22, General, Supervisory, and Professional Units MOU)
(Amended 11/29/22, Confidential Unit)
(Amended 05/09/23, Management Unit)
(Amended 11/29/22, Deputy County Counsels & Assistant County Counsel)
(Amended 07/22/25, Probation Officers Safety Unit MOU)

SECTION 13.0

HOLIDAYS AND HOLIDAY PAY

13.1 Holidays and Holiday Pay/Established Holidays

A. Except as noted below, the following are established as holidays for all regular employees:

1. January 1, New Year's Day
2. Third Monday in January, Martin Luther King, Jr. Day
3. Third Monday in February, Washington's Birthday
4. March 31, Farmworkers Day
5. Last Monday in May, Memorial Day
6. June 19, Juneteenth
7. July 4, Independence Day
8. First Monday in September, Labor Day
9. November 11, Veterans Day
10. Thanksgiving Day
11. The Friday following Thanksgiving Day
12. December 24, the day before Christmas
13. December 25, Christmas Day
14. December 26, the day after Christmas
15. All other days as may be approved by the Board of Supervisors

(Amended 07/22/25, Probation Officers Safety Unit MOU)
(Amended 09/09/25, General, Supervisory and Professional Units MOU)
(Amended 09/09/25, Confidential Unit)
(Amended 09/09/25, Management Unit)

Scheduled Holidays

Full time regular employees who observe a holiday shall be entitled to eight (8) hours holiday time. Eligible full-time regular employees, who are assigned to work a shift longer than eight (8) hours and who observe a holiday, shall have the remaining hours of their shift charged against vacation and/or comp time balances, if available. If no vacation or compensatory time balances are available, the remaining hours will be uncompensated.

(Amended 07/22/25, Probation Officers Safety Unit MOU)
(Amended 09/09/25, General, Supervisory and Professional Units MOU)
(Amended 09/09/25, Confidential Unit)

13.2 Holidays Which Fall on a Saturday

When a holiday listed herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day established.

(Adopted 06/02/81, Benefits Book)

13.3 Holidays Which Fall on a Sunday

When a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day established.

(Adopted 06/02/81, Benefits Book)

13.4 When Christmas Falls on Saturday, Sunday or Monday

If Christmas falls on Sunday or Monday, the preceding Friday as well as Monday shall be observed; if Christmas falls on Saturday, the preceding Thursday and Friday shall be observed.

(Adopted 06/02/81, Benefits Book)

13.5 Full Time Regular Employees Who Are Required to Work a Holiday

A. General, Supervisory, Professional, and Probation Officers Safety Units

Any full time regular employee working a shift who is required to work a holiday, in addition to receiving the regular rate of pay, shall receive holiday time for up to eight (8) hours worked at the rate of time and one half.

Employees assigned to work in 24/7 operations (e.g. Jail, Behavioral Health Crisis and Impatient Units) shall recognize the actual holiday rather than the observed holiday, if a holiday occurs on a Saturday or Sunday.

(Amended 05/09/17, General, Supervisory and Professional Units MOU)
(Amended 05/09/17, Probation Officers Safety Unit, as part of GSP)

B. Management Unit, Deputy County Counsels and Assistant County Counsel

Any full time regular employee who is required to work a holiday shall receive holiday time for up to eight (8) hours worked.

(Adopted 03/11/14, Resolution 14-018, Management Unit)
(Adopted 03/11/14, Deputy County Counsels & Assistant County Counsel Agreement)

C. Confidential Unit

Any full time regular employee working a shift who is required to work a holiday, in addition to receiving the regular rate of pay, shall receive holiday time for up to eight (8) hours worked at the rate of time and one half.

(Amended 3/11/14, Confidential Unit Agreement)

Deleted 13.6 Holiday Compensation/Sheriff's Department Shift Employees

(See DSA and POA MOU's)

13.7 Deleted – Holiday Compensation/Fire Safety Unit

(See Fire Safety Unit MOU)

13.8 Part-Time Regular Employees - Holiday Pay

Part-time regular employees shall be entitled to holiday pay in proportion to the ratio of hours actually worked during the biweekly pay period which included each holiday to the number of hours in the biweekly pay period or in proportion to the ratio of hours designated on the employees payroll/personnel form to the number of hours in the biweekly pay period, whichever is greater. At the discretion of the department head, and upon the employee's request, a part-time regular employee may work additional hours in a pay period in which a holiday occurs so that the employee's combined holiday pay and on the job work hours equal the number of hours on the employee's payroll/personnel form.

(Adopted 06/02/81, Benefits Book)

13.9 No Pay for Holiday Preceding First Working Day

A new regular employee whose first working day is the day after a County holiday shall not be paid for that holiday.

(Adopted 06/02/81, Benefits Book)

13.10 No Pay for Holiday Following Last Day in Pay Status

A regular employee who is terminating his/her employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a County holiday shall not be paid for that holiday.

(Adopted 06/02/81, Benefits Book)

13.11 Eligibility for Holiday Pay

In order to be eligible for holiday pay, an employee must either be at work or on paid leave for his/her entire regularly scheduled shift on the work day immediately preceding the holiday or day observed in lieu of the holiday and his/her entire regularly scheduled shift the work day immediately following the holiday or day observed in lieu of the holiday except as provided in Section 13.8.

(Amended 05/09/17, General, Supervisory and Professional Units MOU)
(Amended 05/09/17, Probation Officers Safety Unit, as part of GSP)
(Amended 03/28/17, Confidential Unit Agreement)
(Amended 03/28/17, Resolution 14-026, Management Unit)
(Amended 03/28/17, Deputy County Counsels Agreement)

13.12 Procedure When Scheduled Day Off Falls on a Holiday

Full time regular employees whose regularly scheduled day off falls on any holiday shall be entitled to an additional eight (8) hours off. Such hours shall be applied to the employee's holiday time.

(Amended 11/14/00, General, Supervisory and Professional Units MOU)
(Amended 11/14/00, Probation Officers Safety Unit, as part of GSP)
(Amended 11/21/00, Confidential Units Agreement)
(Adopted 03/11/14, Resolution 14-018, Management Unit)
(Adopted 03/11/14, Deputy County Counsels & Assistant County Counsel Agreement)

13.13 Holiday Time Bank

A. General, Supervisory Professional, Confidential, Probation Officers Safety, and Management Units, Deputy County Counsels and Assistant County Counsel

Equivalent time off earned by an employee because the employee is required to work a holiday and holiday earned because the employee's scheduled day off falls on a holiday shall be maintained in a holiday time bank separate from compensatory time earned for overtime purposes. The maximum number of earned holiday hours in the holiday time bank shall be sixty (60). Holiday time earned in excess of sixty (60) hours shall be paid.

A request to use holiday time by an employee shall be submitted in writing to his/her appointing authority or his/her designee. Holiday time off shall be taken at such time as may be approved by the appointing authority or his/her designee; however, consideration shall be given to effectuating the wishes of those employees requesting specific time off. The appointing authority or his/her designee shall respond within five (5) working days from the date the employee submits the request, whenever practical. No holiday time off shall be granted to,

or taken by, an employee without the consent of the appointing authority or his/her designee.

(Amended 08/09/22 General, Supervisory and Professional Units MOU)
(Amended 11/29/22, Confidential Unit)
(Amended 05/09/23, Management Unit)
(Amended 11/29/22, Deputy County Counsels & Assistant County Counsel)
(Amended 07/22/25, Probation Officers Safety Unit)

SECTION 14.0

LEAVE OF ABSENCE AND ASSIGNMENT OF LEAVE BALANCES FOR CATASTROPHIC ILLNESS OR INJURY

14.1 Leave of Absence Without Pay

A. Any employee in the classified service may be granted a leave of absence without pay upon the recommendation of his or her department head and approval by the Human Resources Director. An employee shall not be entitled to a leave of absence without pay except as provided by law.

B. Use of Leave Balances

Employees shall be required to use sick leave, as provided in Section 12.0, Sick Leave, of the *Rules Governing Employee Compensation, Benefits and Working Conditions*. Employees shall be required to use all sick leave, holiday bank, admin leave and comp time, except vacation, balances concurrent with all leaves of absence prior to going on an unpaid status. Employees may but are not required to use vacation time concurrent with FMLA or other leave.

C. When an employee has exhausted all leave accruals and is off work on an approved leave of absence without pay, no sick leave, holidays, vacation or other paid benefits shall accrue to the employee during the absence without pay.

D. An employee off work in an unpaid status shall be required to pay the full premium amount for health, dental and vision insurance coverages, except as provided for by law.

14.2 Leave for Political Purposes

Notwithstanding the provisions of Section 14.4 below, any request for leave of absence without pay to campaign on behalf of another or against another for partisan or nonpartisan State or local office, or for the purpose of promoting or urging the defeat of any State or local ballot measure shall be made to the Board of Supervisors.

14.3 Leave of Absence Without Pay Not Qualifying for the Family and Medical Leave Act, the California Family Rights Act or California Pregnancy Disability Leave

A department head may authorize a leave of absence without pay for an employee for a period of time not to exceed a total of 12 workweeks of leave during any 12 month period for any reason, for which the employee is not eligible for leave under the Family and Medical Leave Act, the California Family Rights Act or California Pregnancy Leave. The twelve-month period shall be measured backward from when the leave is taken and continuous with each additional leave day taken.

14.4 Procedure for Requesting Leave

Employee requests for leave of absence without pay shall be made in writing to the department head and shall contain the following:

1. A statement that the request is made voluntarily.

2. A date on which the leave will commence.

3. A definite return to work date.

4. A statement of the nature of the leave.

5. If the request is medically related, a statement from a treating provider certifying to the nature, extent, and probable period of illness or disability.

The use of paid time off during a leave of absence must be in accordance with Section 14.1.B.

14.5 Approval of Employee Request for Leave of Absence Without Pay

The department head shall respond to the employee's written request for a leave of absence without pay within ten (10) calendar days, recommending either granting or denying the request. If recommending denial, the department head shall state in writing the reasons for denial.

14.6 Postponement of Anniversary Date and Probationary Period

The granting of any leave of absence without pay exceeding seven (7) consecutive calendar days shall cause the employee's salary anniversary date and/or probationary period date to be postponed a number of pay periods equal to the nearest whole number of pay periods for which the leave was taken. All such calculations shall be based on the number of calendar days of such leave. Any employee whose salary anniversary date and/or probationary period date is postponed pursuant to this section shall assume a new salary anniversary date and/or probationary period date which shall be the date to which his or her previous salary anniversary date and/or probationary period date has been postponed.

14.7 Abandonment of Employment

A. Absence without leave, whether voluntary or involuntary, for three consecutive working days is an automatic resignation from County service, as of the last date on which the employee worked. This section shall not apply to illnesses documented by a medical certificate or if a request for leave with or without pay is pending determination by the appointing authority or the Board of Supervisors.

B. The employee shall be notified of the proposed separation from employment by certified mail, return receipt requested, mailed to the last recorded address in the personnel file. Such notice shall contain a recommended date and time for a response meeting with the appointing authority or his or her designee.

C. Reinstatement may be granted only if the employee makes a satisfactory explanation to the appointing authority as to cause of his/her absence and his/her failure to obtain leave approval prior to the absence.

14.8 Family and Medical Leave (FMLA Leave)

A. Entitlement to Leave and Time Periods

1. Any eligible employee may be granted a family and medical leave (FMLA leave) in accordance with applicable statutes, federal and state regulations, case law, ordinances and policies in effect at the time of the family and medical leave. An eligible employee shall be entitled to a total of 12 workweeks of leave during any 12 month period for one or more of the following:

    a. Because of the birth of a son or daughter of the employee.

    b. Because of the placement of a son or daughter with the employee for adoption or foster care.

    c. In order to care for the spouse, or a son, daughter, parent or designated person, of the employee, if such spouse, son, daughter, parent, or designated person has a serious health condition.

    d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

2. The measurement period shall be a rolling 12 month period measured backward from when the leave is taken and continuous with each additional leave day taken.

3. For eligible employees who work a part-time schedule or variable hours, the amount of leave shall be determined on a pro-rata basis under this section.

B. Definitions

The definition of terms used in conjunction with family and medical leave are as follows:

1. *Eligible employee* means an employee who has been employed:

a. for at least 12 months by Sutter County; and
b. for at least 1,250 hours of service with Sutter County during the previous 12 month period.

2. *Serious health condition* means an illness, injury, impairment, or physical or mental condition that involves:

   a. inpatient care in a hospital, hospice or residential medical care facility; or
   b. continuing treatment by a health care provider.

3. *Son or daughter* means a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis, who is:

   a. under 18 years of age; or
   b. 18 years of age or older and incapable of self-care because of a mental or physical disability; an adult dependent child.

4. *Parent* means the biological, foster or adoptive parent, a step-parent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

5. *Designated person* means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave.

6. *Incapable of self-care* means that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living." Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

7. *Physical or mental disability* means a physical or mental impairment that substantially limits one or more of the major life activities of an individual.

C. Intermittent Leave

Intermittent leave or leave on a reduced leave schedule may be taken provided there is a medical need for leave and such medical need can be best accommodated through an intermittent or reduced leave schedule. Employees needing intermittent leave or leave on a reduced leave schedule must attempt to schedule their leave so as not to disrupt the employer's operations.

D. Advance Notice Requirements

Foreseeable Leave:

1. In any case in which the necessity for leave under section A. 1. a. or b. is foreseeable based on an expected birth or placement, the employee shall provide the employer with reasonable notice which shall be not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

2. In any case in which the necessity for leave under section A. 1. c. or d. is foreseeable based on planned medical treatment, the employee:

   a. shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, parent, or designated person of the employee, as appropriate; and

   b. shall provide the employer with reasonable notice which shall be not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such section, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

E. FMLA, Pregnancy Disability Leave and California Family Rights Act Leave

Except for pregnancy disability leave, leave taken under FMLA is considered to be leave taken under the CFRA. CFRA and FMLA leave may not be added to each other, and may not exceed a total of 12 weeks in a 12-month period.

F. Written Certification Requirements

1. Certification by health care provider:

   a. A request for leave under section A. 1. c. or d. shall be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse, parent, or designated person of the employee, as appropriate. The employee shall provide, in a timely manner, a copy of such certification to the employer. Such certification shall contain:

      1) the date on which the serious health condition commenced;

2) the probable duration of the condition;

3) the appropriate medical facts within the knowledge of the health care provider regarding the condition;

4) for purposes of leave under section A. 1. c., a statement that the eligible employee is needed to care for the son, daughter, spouse, parent, or designated person and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, parent, or designated person;

5) for purposes of leave under section A. 1. d., a statement that the employee is unable to perform the functions of the position of the employee;

6) in the case of certification for intermittent leave, or leave on a reduced leave schedule, for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;

7) in the case of certification for intermittent leave, or leave on a reduced leave schedule, under section A. 1. c., a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the son, daughter, parent, designated person, or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

b. The employee shall receive certification from the health care provider of the employee that the employee is fit for duty or to return to duty, including restrictions, if any, when the absence was caused by the employee's serious health condition.

Failure to comply with these requirements may result in the denial of FMLA leave.

G. Benefits

1. Except as provided in paragraph 2. below, during any period that an eligible employee takes leave under section A., Sutter County shall maintain coverage under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for

the duration of such leave. The employee shall continue to pay their share of premiums during the leave period.

2. An employee who returns to work for at least 30 calendar days is considered to have "returned" to work.

3. Certification: Sutter County may require that a claim that an employee is unable to return to work because of the continuation, recurrence or onset of the serious health condition described in section 14.8 be supported by:

   a. A certification issued by the health care provider of the son, daughter, spouse, parent, or designated person of the employee, as appropriate, in the case of an employee unable to return to work because of a condition specified in section 14.8 A. 1. c.; or

   b. A certification issued by the health care provider of the eligible employee in the case of an employee unable to return to work because of a condition specified in section 14.8 A. 1. d.

   The employee shall provide, in a timely manner, a copy of such certification to Sutter County.

14.9 California Family Rights Act (CFRA)

A. Terms, Conditions, Benefits and Entitlement to Leave

Any eligible employee may be granted a California Family Rights Act leave in accordance with applicable statutes, federal and state regulations, case law, ordinances and policies in effect at the time of the California Family Rights Act leave. Terms, conditions, benefits and entitlement shall be the same as provided for by FMLA leave as described in Section 14.8, above, except that CFRA leave cannot be used for a disability related to pregnancy, childbirth, or related medical condition.

B. CFRA Leave, FMLA and Pregnancy Disability Leave

Except for pregnancy disability leave, leave taken under FMLA is considered to be leave taken under the CFRA. CFRA and FMLA leave may not be added to each other, and may not exceed a total of 12 weeks in a 12-month period.

14.10 California Pregnancy Disability Leave (CPDL)

A. Entitlement to Leave

Any eligible employee may be granted a California Pregnancy Disability Leave in accordance with applicable statutes, federal and state regulations, case law,

ordinances and policies in effect at the time of the California Pregnancy Disability Leave. Any employee, full or part-time, may take up to four months (or 88 work days for a full time employee) of leave per pregnancy for a disability related to pregnancy, childbirth or related medical condition. The CPDL does not need to be taken in one continuous period of time but can be taken on an as needed basis. Time off needed for prenatal care, severe morning sickness, treating provider-ordered bed rest, childbirth and recovery from childbirth are covered by CPDL.

B. CFRA Leave, FMLA and Pregnancy Disability Leave

Employees are entitled to take pregnancy disability leave in addition to any entitlement they might have to CFRA leave. An employee may take up to four months of pregnancy disability leave during the period of her disability and be entitled to an additional 12 weeks CFRA leave for the birth of the child.

C. Notification and Written Certification Requirements

1. In any case in which the necessity for leave is foreseeable, the employee shall provide the employer with reasonable notice before the date the leave is to begin. In the event the leave is based on planned medical care, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee. If the leave is not foreseeable, the employee shall provide such notice as is practicable.

2. A request for California Pregnancy Disability Leave shall be supported by a certification issued by the health care provider of the employee. Such certification shall contain:

   a. the date on which you become disabled due to pregnancy;

   b. the probable duration of the period(s) of disability;

   c. a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons;

   d. in the case of certification for planned medical care, a statement of the expected schedule and duration and that the employee's leave is necessary.

   Failure to comply with these requirements may result in the denial of CPDL.

3. At the end of the period of disability the employee shall receive certification from the health care provider that the employee is fit for duty or to return to duty, including restrictions, if any.

D. Benefits

The County shall continue health insurance under the pregnancy disability leave in accordance with State Law.

14.11 Guarantee of Employment

An employee taking FMLA, FRA and/or PDL leave generally will be returned to the same position the employee held when the leave commenced or to an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave.

14.12 Anniversary Date

Postponement of the employee's anniversary date and calculation of probationary period due to leave of absence without pay while on FMLA, FRA and/or PDL leave shall be as provided for in Section 14.6.

14.13 Leave of Absence With Pay

A department head may authorize a regular employee to be absent with pay for a period not to exceed 120 regularly scheduled working hours, if the department head finds that such absence is necessary to either complete an investigation of alleged violation of County rules or policies by an employee or to place an employee on such leave until such time as the County can determine whether or not to bring action against an employee pursuant to section 18.0 of the *Personnel Rules and Regulations.*

Prior to such leave being approved, the department head shall have the concurrence of the Human Resources Director or the County Administrative Officer.

An employee's leave of absence may be extended for an additional 120 regularly scheduled work hours, or longer, upon a request by the department head if the Human Resources Director or the County Administrative Officer determine it is necessary to either complete an investigation of alleged violation of the County's rules or policies by the employee or to place an employee on such leave until such time as the County can determine whether or not to bring action against an employee pursuant to Section 18.0 of the *Personnel Rules and Regulations*. If the employee is represented, a copy of the notice extending the employee's leave will be provided to his/her representative. If the leave is to be extended beyond a cumulative total of more than 240 hours, the Human Resources Director will review the circumstances necessitating the additional leave at least every 80 hours to determine whether the leave should be terminated, and the employee returned to work or whether other action would be appropriate. Forms for

requesting an absence shall be prescribed by the Human Resources Director and shall state specifically the reason for the request and the beginning and ending dates of the absence.

14.14 Assignment of Leave Balances for Catastrophic Illness or Injury

A. Purpose

To provide a mechanism for regular County employees to assign the monetary value of their vacation, compensatory time, holiday time bank, or administrative leave balances, if applicable, to another regular County employee who is facing financial hardship due to a catastrophic illness or injury.

B. Employee Eligibility for Assigned Leave

To be eligible to receive the monetary value of assigned leave an employee must:

1. be a regular employee with the County of Sutter and have completed new employee probation,

2. have exhausted all available leave balances,

3. personally have or have an immediate family member (as defined by FMLA/CFRA in 2023) with a verifiable long-term illness or injury, i.e., cancer, heart attack, stroke, serious injury, etc.,

4. follow all applicable leave of absence procedures as set forth in Section 14.0 of these rules and be on an authorized, unpaid leave of absence that will last or is anticipated to last thirty (30) calendar days or more,

5. provide a written request to be considered for the assignment of leave balances which states that the request is made voluntarily, the nature of the event for which the assignment of leave balances is requested and the probable duration of the leave of absence.

C. Procedure for Requesting Leave

The written request shall be submitted by the proposed assignee to the respective Department Head for recommendation and then forwarded to the Human Resources Department for final approval by the Human Resources Director who shall review the request for consistency with the intent of this policy and application of appropriate rules and regulations.

D. Employee Eligibility to Assign Leave Balances

The employee assigning leave balances must be a regular County employee and have completed new employee probation.

Only existing vacation, compensatory time, holiday time bank, or administrative leave balances, if applicable, may be assigned. Assignment of leave balances must be in eight (8) hour increments.

Assignment of leave balances must be made to a specific individual only.

Assigned leave balances actually received by the assignee cannot be reclaimed by the assignor.

E. Assignment of Leave Balances

The assigned leave balances shall be converted to a gross wage amount based upon the assignor's hourly rate of pay at the time of conversion.

All appropriate income and other employment taxes, state and federal, shall be withheld from all payments to the assignee pursuant to this rule. Such assigned leave shall not apply toward retirement credits for either the employee assigning the leave or the employee receiving the monetary value of the leave, nor is a retirement deduction taken from the assigned leave. The receipt of monies from assigned leave balances shall in no way affect or modify the assignee's employment status with the County and shall not be treated as hours worked or hours on a paid leave for purposes of adjustment of employee's anniversary date, sick leave and vacation accruals, eligibility for holiday pay or health related benefits.

F. Procedure for Assigning Leave Balances

After initial approval of transfers by the Human Resources Director, eligible employees may indicate their intent to assign vacation, compensatory time, holiday time bank, or administrative leave balances by completing an Authorization to Assign Leave Balance Form and forwarding it to the Auditor-Controller's Office. Assigned leave balances shall be processed and applied in the order they are received and processed by the Auditor-Controller's office. Assigned vacation, compensatory time, holiday time bank, and administrative leave balances that are not converted to a monetary amount shall remain with the assignor. Only upon conversion to a dollar amount shall the assignor's leave balances be reduced.

Monies will be paid to the assignee on a regular biweekly payroll basis and shall not exceed the assignee's regular biweekly gross pay less any State Disability Benefit, Worker's Compensation Benefit, or Paid Family Leave Benefit amount

the employee is receiving for that pay period. Monies shall only be paid to the assignee during those biweekly pay periods when assigned leave balances are available to the assignee.

Assignee must remain on an authorized leave of absence to receive assigned leave from other employees.

G. Solicitation of Leave Balances

No employee shall solicit for assignments of leave from any subordinate employee.

Department heads shall ensure that no pressure, either implicit or explicit, shall be placed on any County employee by any other County employee to make an assignment. Any pressure to assign leave balances and/or any employment decision based on pressure to make an assignment shall be considered harassment.

No solicitation shall be made by any employee during work hours. Notices may be posted on bulletin boards in accordance with County and departmental policy and procedures.

H. Administration of Assignment of Leave Policy

Any dispute in interpretation or application, any grievance on these issues filed pursuant to Section 20.0, Grievance Procedures, of the *Personnel Rules and Regulations* shall be submitted at "Step IV" of the grievance procedure for a final and binding determination by the Human Resources Director and/or the County Administrative Officer.

The Employee(s) and County agree that this policy is to address extraordinary and unforeseen circumstances and shall not be used for any other purposes other than stated herein.

This policy shall be consistent with current or future state and federal laws.

14.15 Bereavement Leave

Employees may take up to forty (40) hours of paid bereavement leave at the employee's hourly rate of pay in the event of a death of an immediate family member. An immediate family member shall be defined as a wife, husband, domestic partner, child, parent, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, person for whom the employee is legal guardian or other family member living in the employee’s household.

Child, parent, and domestic partner are defined as follows: A child means a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands in loco parentis. A parent means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. A “domestic partner” means a person who qualifies as a domestic partner under Family Code Sections 297, et seq., and has registered as a domestic partner with the California Secretary of State.

Bereavement leave may be taken intermittently or consecutively but must be used within three (3) months of the death. Paid bereavement leave does not accrue, has no cash value, and does not accumulate over time.
The above does not apply to extra help employees.

14.16 Temporary Disability Indemnity, State Disability Insurance & Paid Family Leave Benefits

An employee who is absent from work because of disability and is receiving State Disability Insurance (SDI) benefits or is absent from work and is receiving Paid Family Leave (PFL) benefits will be allowed to use available paid time off (sick leave, holiday, compensatory time off, vacation, administrative leave, etc.) to supplement SDI or PFL up to a maximum of 30% of his/her full salary. An employee shall earn vacation and sick leave only during such portion of absence from work during which he/she uses previously earned vacation leave, sick leave, holiday comp time or compensatory time off.

(Amended 07/22/25, Probation Officers Safety Unit)
(Amended 09/09/25, General, Supervisory, and Professional Units MOU)
(Amended 09/09/25, Confidential Unit
(Amended 09/09/25, Management Unit)

(This page intentionally left blank.)

SECTION 15.0

RETIREMENT

15.1 General

Persons other than elective officers holding County employment shall be members of the State Employees Retirement System as provided by law and the terms of the contract in effect between the County and the State Employees Retirement System. The Board may amend the contract as provided by law. The Auditor shall advise the Board regarding policy matters concerning the contract or amendments to it.

(Adopted 06/02/81, Benefits Book)

15.2 County Contribution – General, Supervisory, Professional, Probation Officers Safety, and Law Enforcement Units

A. Miscellaneous Members of PERS– General, Supervisory and Professional Units

Effective December 29, 2012, employees will pay the full amount of the employee share of PERS contributions minus approximately sixty-one dollars ($61.00) per pay period PERS exemption for Miscellaneous Members who participate in Social Security. Employees who first become members of PERS on or after January 1, 2013 will not have the approximately sixty-one dollar ($61.00) offset for Social Security, per Public Employees' Pension Reform Act (PEPRA).

Employee-paid PERS contributions will be "picked up" by the County pursuant to Internal Revenue Code Section 414 (h)(2).

B. Safety Members of PERS – General, Supervisory, Professional, and Probation Officers Safety Units

Effective December 29, 2012, employees will pay the full amount of the employee share of PERS contributions minus approximately sixty-one dollars ($61.00) per pay period PERS exemption for Safety Members who participate in Social Security. Employees who first become members of PERS on or after January 1, 2013 will not have the approximately sixty-one dollar ($61.00) offset for Social Security, per Public Employees' Pension Reform Act (PEPRA).

Effective January 6, 2018, and pursuant to the provisions of California Government Code ("Gov. Code") Sections 20516, and 20516.5, PERS Safety Employees who are Classic Members, as that term is defined by PERS, will contribute a total of 12% (9% employee share and 3% employer share) of their retirement compensable income on a pre-tax basis toward their PERS retirement. Prior to January 1, 2018 the County will amend its contract with

PERS pursuant to Gov. Code Section 20516 to reflect the provisions of this Section.

Employee-paid PERS contributions will be “picked up” by the County pursuant to Internal Revenue Code Section 414 (h)(2).

(Amended 05/09/17, General, Supervisory and Professional Units MOU)
(Amended 05/09/17, Probation Officers Safety Unit, as part of GSP)

C. Miscellaneous Members of PERS – Law Enforcement Unit

Effective January 1, 2011, Miscellaneous Members of the Law Unit will pay the full amount of the employee share of PERS contributions minus approximately sixty-one dollars ($61.00) per pay period PERS exemption for Miscellaneous Members who participate in Social Security. Employees who first become members of PERS on or after January 1, 2013 will not have the approximately sixty-one dollar ($61.00) offset for Social Security, per Public Employees’ Pension Reform Act (PEPRA).

Employee-paid PERS contributions will be “picked up” by the County pursuant to Internal Revenue Code Section 414 (h)(2).

D. Safety Members of PERS – Law Enforcement Unit

Effective January 1, 2011, Safety Members of the Law Unit will pay the full amount of the employee share of PERS contributions minus approximately sixty-one dollars ($61.00) per pay period PERS exemption for Safety Members who participate in Social Security. Employees who first become members of PERS on or after January 1, 2013 will not have the approximately sixty-one dollar ($61.00) offset for Social Security, per Public Employees’ Pension Reform Act (PEPRA).

Effective January 6, 2018, and pursuant to the provisions of California Government Code (“Gov. Code”) Sections 20516, and 20516.5, PERS Safety Employees who are Classic Members, as that term is defined by PERS, will contribute a total of 12% (9% employee share and 3% employer share) of their retirement compensable income on a pre-tax basis toward their PERS retirement. Prior to January 1, 2018 the County will amend its contract with PERS pursuant to Gov. Code Section 20516 to reflect the provisions of this Section.

Employee-paid PERS contributions will be “picked up” by the County pursuant to Internal Revenue Code Section 414 (h)(2).

(Amended 03/28/17, Law Enforcement Unit MOU)

Deleted 15.3 County Contribution – Law Enforcement Unit (Replaced with 15.2)

(Amended 08/31/04, Law Enforcement Unit MOU)

15.4 Retirement – Fire Safety Unit

A. County Contribution

Effective January 1, 2011, employees assigned to the Fire Safety Unit will pay the full amount of the employee share of PERS contributions, minus approximately sixty-one dollars ($61.00) per pay period PERS exemption for local Safety Members who participate in Social Security. Employees who first become members of PERS on or after January 1, 2013 will not have the approximately sixty-one dollar ($61.00) offset for Social Security, per Public Employees' Pension Reform Act (PEPRA).

Effective January 6, 2018, and pursuant to the provisions of California Government Code ("Gov. Code") Sections 20516, and 20516.5, PERS Safety Employees who are Classic Members, as that term is defined by PERS, will contribute a total of 12% (9% employee share and 3% employer share) of their retirement compensable income on a pre-tax basis toward their PERS retirement. Prior to January 1, 2018 the County will amend its contract with PERS pursuant to Gov. Code Section 20516 to reflect the provisions of this Section.

Employee-paid PERS contributions will be "picked-up" by the County pursuant to Internal Revenue Code Section 414(h)(2).

B. Retirement Benefits

For those Safety Members hired on or before November 16, 2011, the County will provide the 3% at 50 modified retirement formula plan with the salary component of the retirement calculation based upon the single highest year, pursuant to the terms of the existing PERS agreement.

For those Safety Members hired after November 16, 2011, the County will provide the 2.0% at 50 modified retirement formula plan with the salary component of the retirement calculation based upon the thirty-six (36) highest paid consecutive months.

For Safety Members who first become members of PERS on or after January 1, 2013, the County will provide the 2.7% at 57 modified retirement formula plan with the salary component of the retirement calculation based upon the thirty-six (36) highest paid consecutive months specified by Public Employees' Pension reform Act (PEPRA), and as confirmed by PERS.

The County provides PERS credit for unused sick leave.

The County shall provide local fire employees with the option of voluntarily purchasing credit from PERS, at the employees' sole cost, for prior military service.

The County provides the Pre-Retirement Option 2W Death Benefit pursuant to Section 21548 of the California Government Code.

(Amended 03/28/17, Fire Safety Unit MOU)

15.5 Retirement – Confidential Unit

Effective December 29, 2012, employees will pay the full amount of the employee share of PERS contributions minus approximately sixty-one dollars ($61.00) per pay period PERS exemption for Miscellaneous Members who participate in Social Security. Employees who first become members of PERS on or after January 1, 2013 will not have the approximately sixty-one dollar ($61.00) offset for Social Security, per Public Employees' Pension Reform Act (PEPRA).

Employee-paid PERS contributions will be "picked up" by the County pursuant to Internal Revenue Code Section 414 (h)(2).

(Amended 03/11/14, Confidential Unit Agreement)

15.6 Retirement - Management Employees, Deputy County Counsels and Assistant County Counsel

A. County Contribution - Miscellaneous Members of PERS, Deputy County Counsels & Assistant County Counsel

Effective December 29, 2012, employees will pay the full amount of the, employee share of PERS contributions minus approximately sixty-one dollars ($61.00) per pay period PERS exemption for Miscellaneous Members who participate in Social Security. Employees who first become members of PERS on or after January 1, 2013 will not have the approximately sixty-one dollar ($61.00) offset for Social Security, per Public Employees' Pension Reform Act (PEPRA).

Employee-paid PERS contributions will be "picked up" by the County pursuant to Internal Revenue Code Section 414 (h)(2).

(Amended 03/11/14, Deputy County Counsel & Assistant County Counsel Agreement)

B. County Contribution – Miscellaneous Members of PERS, Management Unit

Effective December 29, 2012, employees will pay the full amount of the employee share of PERS contributions minus approximately sixty-one dollars ($61.00) per pay period PERS exemption for Miscellaneous and Safety Members who participate in Social Security. Employees who first become members of

PERS on or after January 1, 2013 will not have the approximately sixty-one dollar ($61.00) offset for Social Security, per Public Employees' Pension Reform Act (PEPRA).

Employee-paid PERS contributions will be "picked up" by the County pursuant to Internal Revenue Code Section 414 (h)(2) as designated and described in Appendix A of the 2011 Resolution.

C. County Contribution –Safety Members of PERS, Management Unit

Effective April 23, 2011, Law Safety Members of the Management Unit will pay the full amount of the employee share of PERS contributions, which is nine percent (9%) of PERS reportable compensation minus the sixty-one dollars ($61.00) per pay period PERS exemption for Law Safety Members who participate in Social Security.

Effective January 6, 2018, and pursuant to the provisions of California Government Code ("Gov. Code") Sections 20516, and 20516.5, PERS Safety Employees who are Classic Members, as that term is defined by PERS, will contribute a total of 12% (9% employee share and 3% employer share) of their retirement compensable income on a pre-tax basis toward their PERS retirement. Prior to January 1, 2018 the County will amend its contract with PERS pursuant to Gov. Code Section 20516 to reflect the provisions of this Section.

Employee-paid PERS contributions will be "picked up" by the County pursuant to Internal Revenue Code Section 414 (h)(2).

(Amended 03/28/17, Resolution 17-026 Management Unit)
(Amended 03/28/17, Resolution 17-027 Elected Department Heads)

15.7 Retirement Benefits – General, Supervisory, Professional, Probation Officers Safety, Law Enforcement, Confidential and Management Units, Deputy County Counsels & Asst. County Counsel

A. Miscellaneous Members of PERS – General, Supervisory and Professional Units

For those Miscellaneous Members hired on or before November 16, 2011, the County will provide the 2.7% at 55 modified retirement formula plan with the salary component of the retirement calculation based upon the single highest year pursuant to the terms of the existing PERS agreement.

For those Miscellaneous Members hired on or between November 17, 2011, and December 31, 2012, the County will provide the 2.0% at 60 modified retirement formula plan with the salary component of the retirement calculation based upon the thirty-six (36) highest paid consecutive months.

For employees who first become members of PERS on or after January 1, 2013, the County will provide the 2% at 62 modified retirement formula plan with the salary component of the retirement calculation based upon the thirty-six (36) highest paid consecutive months specified by Public Employees' Pension Reform Act (PEPRA), and as confirmed by PERS.
The County provides PERS credit for unused sick leave.

The County shall provide Miscellaneous Members with the option of voluntarily purchasing credit from PERS, at employee's sole cost, for prior military service pursuant to PERS agreement.

The County provides the Pre-Retirement Option 2W Death Benefit pursuant to Section 21548 of the California Government Code.

B. Safety Members of PERS – General, Supervisory, Professional, and Probation Officers Safety Units

For those Safety Members hired on or before November 16, 2011, the County will provide the 3% at 50 modified retirement formula plan with the salary component of the retirement calculation based upon the single highest year, pursuant to the terms of the existing PERS agreement.

For those Safety Members hired on or between November 17, 2011, and December 31, 2012, the County will provide the 2.0% at 50 modified retirement formula plan with the salary component of the retirement calculation based upon the thirty-six (36) highest paid consecutive months.

For employees who first become members of PERS on or after January 1, 2013, the County will provide the 2.7% at 57 modified retirement formula plan with the salary component of the retirement calculation based upon the thirty-six (36) highest paid consecutive months specified by Public Employees' Pension Reform Act (PEPRA), and as confirmed by PERS.

The County provides PERS credit for unused sick leave.

The County provides the Pre-Retirement Option 2W Death Benefit pursuant to Section 21548 of the California Government Code.

(Amended 03/11/14, General, Supervisory and Professional Units MOU)
(Amended 03/11/14, Probation Officers Safety Unit, as part of GSP)

C. Miscellaneous Members of PERS – Law Enforcement Unit

For those Miscellaneous Members hired on or before November 16, 2011, the County will provide the 2.7% at 55 modified retirement formula plan with the Salary component of the retirement calculation based upon the single highest

year pursuant to the terms of the existing PERS agreement.

For those Miscellaneous Members hired after November 16, 2011, the County will provide the 2.0% at 60 modified retirement formula plan with the salary component of the retirement calculation based upon the thirty-six (36) highest paid consecutive months.

For employees who first become members of PERS on or after January 1, 2013, the County will provide the 2% at 62 modified retirement formula plan with the salary component of the retirement calculation based upon the thirty-six (36) highest paid consecutive months specified by Public Employees' Pension Reform Act (PEPRA), and as confirmed by PERS.

The County provides PERS credit for unused sick leave.

The County shall provide Miscellaneous Members with the option of voluntarily purchasing credit from PERS, at employee's sole cost, for prior military service pursuant to PERS agreement.

The County provides the Pre-Retirement Option 2W Death Benefit pursuant to Section 21548 of the California Government Code.

D. Safety Members of PERS – Law Enforcement Unit

For those Safety Members hired on or before November 16, 2011, the County will provide the 3% at 50 modified retirement formula plan with the salary component of the retirement calculation based on the single highest year, pursuant to the terms of the existing PERS agreement.

For those Safety Members hired after November 16, 2011, the County will provide the 2% at 50 modified retirement formula plan with the salary component of the retirement calculation based upon the thirty-six (36) highest paid consecutive months.

For employees who first become members of PERS on or after January 1, 2013, the County will provide the 2.7% at 57 modified retirement formula plan with the salary component of the retirement calculation based upon the thirty-six (36) highest paid consecutive months specified by Public Employees' Pension reform Act (PEPRA), and as confirmed by PERS.

The County provides PERS credit for unused sick leave.

The County provides the Pre-Retirement Option 2W Death Benefit pursuant to Section 21548 of the California Government Code.

(Amended 11/26/13, Law Enforcement Unit MOU)

Miscellaneous Members of PERS – Confidential and Management Units, Deputy County Counsels and Assistant County Counsel

For those Miscellaneous Members hired on or before November 16, 2011, the County will provide the 2.7% at 55 modified retirement formula plan with the Salary component of the retirement calculation based upon the single highest year pursuant to the terms of the existing PERS agreement.

For those Miscellaneous Members hired after November 16, 2011, the County will provide the 2.0% at 60 modified retirement formula plan with the salary component of the retirement calculation based upon the thirty-six (36) highest paid consecutive months.

For employees who first become members of PERS on or after January 1, 2013, the County will provide the 2% at 62 modified retirement formula plan with the salary component of the retirement calculation based upon the thirty-six (36) highest paid consecutive months specified by Public Employees' Pension Reform Act (PEPRA), and as confirmed by PERS.

The County provides PERS credit for unused sick leave.

The County shall provide Miscellaneous Members with the option of voluntarily purchasing credit from PERS, at employee's sole cost, for prior military service pursuant to PERS agreement.

The County provides the Pre-Retirement Option 2W Death Benefit pursuant to Section 21548 of the California Government Code.

(Amended 03/11/14, Confidential Unit Agreement)
(Amended 03/11/14, Resolution 14-018 Management Unit)
(Amended 03/11/14, Resolution 14-019 Elected Department Heads)
(Amended 03/11/14, Deputy County Counsels & Asst County Counsel Agreement)

15.8 Retirement Benefits – Correctional Officer Classifications

The County shall amend the Public Employees Retirement System (PERS) agreement, effective December 25, 2004, or as soon as practical thereafter and upon approval of all affected bargaining units and completion of the amendment process including an employee election, to move the employees in Correctional Officer classifications, that are currently designated as Miscellaneous Members of PERS to the designation of safety members of PERS that will include 3% at 50 modified retirement formula plan.

(Amended 08/31/04 Law Enforcement Unit MOU)

Deleted 15.9 Mandatory Retirement Age – Fire Safety Unit, 03/28/17

Deleted 15.10 Retirement – Deputy Sheriff & Criminal Investigators, 08/31/04

15.11 Safety Members of PERS – Management Unit

For those Safety Members hired on or before November 16, 2011, the County will provide the 3% at 50 modified retirement formula plan with the salary component of the retirement calculation based on the single highest year, pursuant to the terms of the existing PERS agreement.

For those Safety Members hired after November 16, 2011, the County will provide the 2% at 50 modified retirement formula plan with the salary component of the retirement calculation based upon the thirty-six (36) highest paid consecutive months.

For employees who first become members of PERS on or after January 1, 2013, the County will provide the 2.7% at 57 modified retirement formula plan with the salary component of the retirement calculation based upon the thirty-six (36) highest paid consecutive months specified by Public Employees' Pension Reform Act (PEPRA), and as confirmed by PERS.

The County provides PERS credit for unused sick leave.

The County shall provide Miscellaneous Members with the option of voluntarily purchasing credit from PERS, at employee's sole cost, for prior military service pursuant to PERS agreement.

The County provides the Pre-Retirement Option 2W Death Benefit pursuant to Section 21548 of the California Government Code.

(Amended 03/11/14, Resolution 14-018 Management Unit)
(Amended 03/11/14, Resolution 14-019 Elected Department Heads)

15.12 Deferred Compensation Plan Contributions – Law and Fire Units

Law Enforcement Unit

Effective July 8, 2017, Miscellaneous employees hired into the PERS 2% at 60 or the 2% at 62 retirement benefit formula and Safety employees hired into the PERS 2% at 50 or the 2.7% at 57 retirement benefit formula who are enrolled in the County-sponsored Deferred Compensation Plan will receive twenty-five dollars ($25.00) per pay period deposited into their account. New employees will be advised of the availability of this benefit at the New Employee Orientation.

(Amended 03/28/17, Law Enforcement Unit MOU)

Fire Safety Unit

Effective July 8, 2017, Safety Members of the Unit hired into the PERS 2% at 50 or the 2.7% at 57 retirement benefit formula who are enrolled in the County-sponsored

Deferred Compensation Plan will receive twenty-five dollars ($25.00) per pay period deposited into their account.

(Adopted 03/28/17, Fire Safety Unit MOU)

15.13 Deferred Compensation Plan Contributions

General, Supervisory, Professional, Probation Officers Safety, and Management Units (Excluding County Counsel, Assistant County Administrator, and Appointed Department Heads)

Miscellaneous employees hired into the PERS 2% at 60 or the 2% at 62 retirement benefit formula and Safety employees hired into the PERS 2% at 50 or the 2.7% at 57 retirement benefit formula who are enrolled in the County-sponsored Deferred Compensation Plan will receive twenty-five dollars ($25.00) per pay period deposited into their account. New employees will be advised of the availability of this benefit at the New Employee Orientation.

(Amended 03/11/14, General, Supervisory and Professional Units MOU)
(Amended 03/11/14, Probation Officers Safety Unit, as part of GSP)
(Amended 03/11/14, Resolution 14-018 Management Unit)

Confidential Unit, Deputy County Counsels and Assistant County Counsel

Miscellaneous employees hired into the PERS 2% at 60 or the 2% at 62 retirement benefit formula who are enrolled in the County-sponsored Deferred Compensation Plan will receive twenty-five dollars ($25.00) per pay period deposited into their account. New employees will be advised of the availability of this benefit at the New Employee Orientation.

(Amended 03/11/14, Confidential Unit Agreement)
(Amended 03/11/14, Deputy County Counsels & Assistant County Counsel Agreement)

Elected Department Heads

Effective December 23, 2017, the County will establish a Participatory Deferred Compensation Plan and provide a matching contribution of 2% of the employee's base salary. For newly elected Department Heads, eligibility begins on the first of the month following taking office. Employees are required to establish an account in order to participate for a County match of 2%.

(Adopted 12/19/17, Resolution 17-095 Elected Department Heads)

County Counsel, Assistant County Administrator, and Appointed Department Heads

Effective December 23, 2017, the County will establish a Participatory Deferred Compensation Plan and provide a matching contribution of 2% of the employee's base

salary. For new employees, eligibility begins on the first of the month following hire (taking office) or promotion. Employees are required to establish an account in order to participate for a County match of 2%.

(Adopted 12/19/17, Resolution 17-094 County Counsel, Assistant County Administrator and Appointed Department Heads)

SECTION 16.0

SOCIAL SECURITY

16.1 General, Supervisory, Professional, Law, Fire and Confidential Units

Effective August 20, 1983, all employees shall be responsible for payment of the employee's share of Social Security contributions in accordance with appropriate federal laws and regulations.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

16.2 Management Unit and Deputy County Counsels

A. Employees hired after October 1, 1982, shall pay the employees' share of the Social Security contribution in accordance with appropriate federal laws and regulations.

B. Employees hired prior to October 1, 1982, shall pay the employees' share of the Social Security contribution in accordance with appropriate federal laws and regulations starting June 25, 1983. Beginning June 25, 1983, such employees shall receive the value of such contribution in salary subject to the following conditions:

   1. Such value shall not exceed the current 6.70% of an employees' base salary as of June 25, 1983, up to a maximum of $29,700.

   2. Until December 24, 1983, such value shall be added to an employees' base salary utilizing the same calculation method that was utilized previously to pay the employees' share of Social Security.

   3. Effective with the first pay period of calendar year 1984, the Auditor-Controller shall calculate for each employee the full value of such contribution and disburse it in twenty-six (26) equal payments in conjunction with the County's biweekly pay periods. Commencing January 1, 1984, an employee eligible for this benefit shall not be entitled to remaining calendar year disbursements upon termination from County employment.

C. Prior to November 30, 1982, the incumbent for the position of Public Works Director may be eligible for the benefit described in "B" above at the sole discretion of the Board of Supervisors.

(Adopted 8/31/82, Management Agreement)
(Adopted 8/31/82, Deputy County Counsel Agreement)

(This page intentionally left blank)

SECTION 17.0

SHIFT DIFFERENTIAL PAY

17.1 Shift Differential Pay

A. General, Supervisory, and Professional Units

Effective November 16, 2024, all employees, except employees in custodian classifications, shall be eligible for shift differential pay when working four (4) or more hours during 5:00 p.m. to 8:30 a.m. Shift differential pay of two dollars and eighty-eight cents ($2.88) per hour shall be added to such employee's pay for the entire continuous shift with four or more hours per shift occurring within this time period.

Employees assigned to the Psychiatric Health Facility (PHF) or Psychiatric Emergency Services (PES) shall receive shift differential for all hours worked on Saturday and Sunday.

Extra Help employees assigned to the Psychiatric Health Facility (PHF), Psychiatric Emergency Services (PES), or Better Way Shelter shall be eligible for shift differential.

(Amended 11/12/24, General, Supervisory and Professional Units LOA)

B. Management Unit (excluding Non-sworn Law Management), Deputy County Counsels and Assistant County Counsel

Employees Assigned to Work Other Than a 4-10 or 9-80 Work Schedule

All employees, except employees in custodian classifications, who are required to work an evening or night shift shall be entitled to an extra allowance of fifteen dollars ($15.00) per shift. An evening or night shift is a seven and a half (7 ½) or an eight (8) hour shift in which the employee works four (4) or more hours between the hours of 5:00 p.m. and 8:00 a.m.

Employees Assigned to Work a 4-10 or 9-80 Work Schedule

All employees, except employees in custodian classifications, who are required to work an evening or night shift shall be entitled to an extra allowance of sixteen dollars and eighty-eight cents ($16.88) per shift if assigned to work a nine (9) hour shift or eighteen dollars and seventy-five cents ($18.75) per shift if assigned to work a ten (10) hour shift. An evening or night shift is a nine (9) or ten (10) hour shift in which the employee works four (4) or more hours between the hours of 5:00 p.m. and 8:00 a.m.

(Amended 02/26/08, Resolution 08-020, Management Unit)
(Amended 02/26/08, Deputy County Counsels & Assistant County Counsels Agreement)

C. Non-Sworn Law Management Employees

Effective December 3, 2022, employees shall be entitled to an extra allowance of $1.50 per hour for all hours worked between the hours of 6:00 p.m. and 6:00 a.m.

(Amended 11/29/2022, per action of the Board of Supervisors, MT# 5018)

D. Confidential Unit

Effective January 27, 2024, employees who are required to work an evening or night shift shall be entitled to an extra allowance of two dollars and eighty-eight cents ($2.88) per hour when working four (4) or more hours between the hours of 5:00 p.m. and 8:30 a.m.

(Amended 01/23/24, Confidential Unit)

E. Probation Officers Safety Unit (Other Than 4-10 or 9-80 Work Schedule)

All employees, except employees in custodian classifications, who are required to work an evening or night shift shall be entitled to an extra allowance of fifteen dollars ($15.00) per shift. For the purpose of this paragraph, an evening or night shift is a seven and a half (7 ½) or an eight (8) hour shift in which the employee works four (4) or more hours between the hours of 5:00 p.m. and 8:30 a.m.

F. Probation Officers Safety Unit – Employees Assigned to Work a 4-10 or 9-80 Work Schedule

All employees, except employees in custodian classifications, who are required to work an evening or night shift shall be entitled to an extra allowance of sixteen dollars and eighty-eight cents ($16.88) per shift if assigned to work a nine (9) hour shift or eighteen dollars and seventy-five cents ($18.75) per shift if assigned to work a ten (10) hour shift. For the purpose of this paragraph, an evening or night shift is a nine (9) or ten (10) hour shift in which the employee works four (4) or more hours between the hours of 5:00 p.m. and 8:30 a.m.

(Amended 05/09/17, Probation Officers Safety Unit as part of GSP)

SECTION 18.0

MILEAGE REIMBURSEMENT/AUTOMOBILE ALLOWANCE

18.1 Eligibility

Employees authorized by their Department Head to use a privately owned automobile on County business shall be reimbursed for actual miles traveled as specified below.

(Adopted 06/02/81, Benefits Book)

18.2 Method of Determining Reimbursement Rate

A. General, Supervisory, Professional, Probation Officers Safety, Fire Safety, Law Enforcement, Confidential, and Management Units, (Excluding County Counsel, Assistant County Administrator, and Appointed Department Heads), Deputy County Counsels and Assistant County Counsel

Employees shall be reimbursed for authorized mileage at the IRS approved rate of mileage for business miles driven.

(Amended 08/31/04, General, Supervisory and Professional Units MOU)
(Amended 08/31/04, Probation Officers Safety Unit, as part of GSP)
(Amended 01/06/04, Fire Safety MOU)
(Amended 01/08/02, Law Enforcement Unit MOU)
(Amended 01/08/02, Confidential Unit Agreement)
(Amended 01/08/02, Resolution 02-003, Management Unit)
(Amended 01/08/02, Deputy County Counsels & Assistant County Counsel Agreement)

B. Elected Department Heads

Unless otherwise authorized by the Board of Supervisors, effective January 1, 2018, elected Department Heads who do not have a County vehicle assigned to them, will receive a three-hundred ($300) dollar monthly Automobile Allowance in lieu of any mileage reimbursement. For new appointments, the Allowance shall become effective on the first day of the month following the date of hire. Employees shall be entitled to the full monthly allowance even if they leave County employment during the month.

The amount set forth above shall be adjusted annually on July 1, based upon an amount equal to 100% of the percentage increase of the IRS Standard Mileage Rate for Business. If the IRS rate decreases in any given year, the Automobile Allowance for that year shall remain unchanged.

(Adopted 12/19/17, Resolution 17-095 Elected Department Heads)

C. County Counsel, Assistant County Administrator, and Appointed Department Heads

Unless otherwise authorized by the Board of Supervisors, effective January 1, 2018, the County Counsel, Assistant County Administrator, and Appointed Department Heads who do not have a County vehicle assigned to them, will receive a three-hundred ($300) dollar monthly Mileage Allowance in lieu of any mileage reimbursement. For new appointments, the Allowance shall become effective on the first day of the month following the date of hire or promotion. Employees shall be entitled to the full monthly allowance even if they leave County employment during the month.

The amount set forth above shall be adjusted annually on July 1, based upon an amount equal to 100% of the percentage increase of the IRS Standard Mileage Rate for Business. If the IRS rate decreases in any given year, the Automobile Allowance for that year shall remain unchanged.

(Adopted 12/19/17, Resolution 17-094 County Counsel, Assistant County Administrator and Appointed Department Heads)

18.3 Claiming Procedure

Employees authorized by their Department Head to use a privately owned automobile on County business shall submit a claim to their Department Head by the 10th day of each month for all such miles driven during the preceding month. This procedure will not apply in the case of travel advances. Employees shall be reimbursed at the mileage rate in effect when the miles were actually driven.

If the County Travel Policy is modified to include mileage reimbursement claiming procedures this Section shall immediately become inoperative.

(Amended 02/26/08, General, Supervisory and Professional Units MOU)
(Amended 02/26/08, Probation Officers Safety Unit, as part of GSP)
(Amended 08/26/08, Fire Safety Unit MOU
(Amended 02/26/08, Confidential Unit Agreement)
(Amended 02/26/08, Resolution 08-020, Management Unit)
(Amended 02/26/08, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 03/23/10, Law Enforcement Unit MOU)

18.4 Personal Use Vehicle Accident Reimbursement

Employees who sustain damage to or loss of their private vehicle while operating it on official County business shall be reimbursed for the cost of repairing the damage or replacing the vehicle, subject to the following conditions:

1. The damage or loss must result from an accident while the vehicle is being operated on “official” County business or is parked during the conduct of such business.

2. Reimbursement shall be limited to $500 or, the applicable deductible on the employee's automobile insurance policy, for “Collision” coverage, whichever is less.

3. The damage or loss must be the sole fault of a person or persons other than the employee or any person operating the employee's vehicle with the permission of the employee. No reimbursement shall be made if the employee or person operating the employee's vehicle was at fault, either solely or in part. The employee or the person driving the employee's vehicle shall be considered at least partially at fault if, at the time of the accident, they were operating the vehicle in violation of any law, including, but not limited to, laws regarding maintenance of insurance and wearing seat belts. Fault for purposes of this policy shall be as determined by the applicable County Accident Review Panel.

4. At the time of the damage or loss, the employee must be away from their normal work site on official County business, approved by their department. Ordinary commuting from home to work or work to home is not considered being sent away from the normal work site for the purposes of the preceding sentence. Also, one is not away from the normal work site for such purposes when the vehicle is parked at their normal work site, nor when the employee is operating their vehicle on personal business, even if approved by the department (e.g. breaks and lunch time).

5. No reimbursement shall be made until the employee has made reasonable attempts to recover the cost of the damage or loss from any responsible third party without success. Reasonable attempts shall include, but not be limited to, the filing a written demand with the third party and/or their insurer and the filing of an uninsured/underinsured motorist claim with the employee's insurer if such coverage is maintained and applicable.

6. No reimbursement shall be made unless the local law enforcement agency or state law enforcement agency was contacted about the damage or loss and they investigated and prepared a report about the circumstances leading to the damage or loss. If the law enforcement agency declines to investigate and prepare a report, the name of the person declining to investigate or prepare a report, the name of the law enforcement agency contacted, must be provided in lieu of a report in order to be eligible for reimbursement.

7. Claims for reimbursement shall be filed with the Accident Review Panel, c/o Human Resources Department. Claims must include the following or an explanation of why the information is not available:

a. Copy of law enforcement report.
b. Photographs of damage.
c. Insurance Company documentation evidencing the application of a “Collision Coverage deductible.
d. Such other documentation as required by the Accident Review Panel.

8. The Accident Review Panel shall approve or deny claims filed pursuant to this policy. If approved, the Panel shall notify the employee's department head who shall process a claim to reimburse the employee as a Special Departmental Expense. As a condition of reimbursement, the employee shall assign to the County his or her right to recover from any responsible third party and shall agree to reimburse the County if, recovery is later obtained by the employee.

(Adopted 12/02/97 General, Supervisory and Professional Units MOU)
(Adopted 12/02/97, Probation Officers Safety Unit, as part of GSP)
(Adopted 12/09/97 Resolution 97-91, Management Unit)
(Adopted 12/23/97 Confidential Unit Agreement)
(Adopted 12/23/97 Deputy County Counsels and Assistant County Counsel Agreement)
(Adopted 01/13/98 Fire Safety Unit MOU)
(Adopted 12/08/98 Law Enforcement Unit MOU)

(This page intentionally left blank)

SECTION 19.0

UNIFORM ALLOWANCE

19.1 Uniform and Safety Shoe Allowance - General, Supervisory & Professional Units

Effective September 20, 2025, the County will pay a uniform and safety shoe allowance of nine hundred fifty dollars ($950.00) per calendar year to employees in building services worker, groundskeeper, custodian and food services worker classifications, and accountants assigned to the Sheriff's Office. The nature, design and color of employee uniforms and the specifications for safety shoes shall be determined by the County. Employees who receive a uniform and safety shoe allowance are required to wear such uniform and safety shoes during each work day as a condition of employment unless waived by the appointing authority for good cause, such as attendance at a conference or workshop. The uniform and safety shoe allowance shall be paid in equal amounts over twenty-six (26) pay periods in a calendar year and is subject to tax withholdings in accordance with state and federal law.

(Amended 09/09/25, General, Supervisory and Professional Units MOU)

19.2 Deleted – Uniform Allowance, Law Enforcement Unit

(See DSA and POA MOU's)

19.3 Deleted - Uniform Allowance - Fire Safety Unit

(See Fire Safety Unit MOU)

19.4 Uniform Allowance - Law Management Employees

Effective December 21, 2019, the Undersheriff, Division Commanders, Patrol Lieutenants, Correctional Lieutenants, Communications Manager and Administrative Services Officer-Law will receive a uniform allowance of nine hundred fifty dollars ($950.00) per year. County agrees to pay said allowance in twenty-six (26) equal payments each year, providing that newly hired employees shall receive an amount equal to fifty percent (50%) of the annual uniform allowance in advance. Equal installments will begin for new hires who receive advance payment at the beginning of their fourteenth (14th) pay period. New hires that leave County service before the beginning of their fourteenth (14th) pay period shall reimburse the County on a prorated basis.

(Amended 12/10/19, Resolution 19-083, Management Unit)

19.5 Damage and Change in Uniform

In the event the Board of Supervisors approves a change in uniform, the full cost of any such new uniform shall be borne by the County. In the event of uniform damage in the line of duty, replacement shall be made by the County. Such replacement shall be for damage only, as determined by the Department Head, and shall not be for ordinary wear and tear. All damaged uniforms being replaced shall be turned in to the department.

(Adopted 06/02/81, Benefits Book)

19.6 Deleted – Change to Black Uniforms in 2002 – Law Enforcement Unit

19.7 Fire Management Employees

Effective March 22, 2014, the County agrees to pay a uniform allowance of nine hundred fifty dollars ($950.00) per year. County agrees to pay said allowance in a lump sum on the pay day following the close of pay period number twenty-five (25) each year, providing that eligible employees who leave County service shall be reimbursed on a prorated basis. Eligible employees who have less than twenty-six (26) complete pay periods of service at the close of the 25th pay period shall receive a prorated allowance.

Effective July 1, 2019, the County shall provide uniforms to Fire Management employees through a reimbursable plan in an amount not to exceed nine hundred fifty dollars ($950.00) per eligible employee per fiscal year.

(Amended 06/25/19, Resolution 19-052, Management Unit)

19.8 Uniforms Provided – General, Supervisory and Professional Units

Employees in equipment mechanic and road maintenance classifications will be provided laundered work uniforms at County expense. The nature, design and color of such uniforms as well as the method of providing them shall be determined by the County. Uniforms provided pursuant to this Section shall generally be suited to the work being performed and specifically will match the safety/visibility requirements of the position.

(Amended 08/09/22 General, Supervisory and Professional Units MOU)

19.9 Uniform Allowance – Probation Officers Safety Unit

Effective December 22, 2018, the County agrees to pay a uniform allowance of one hundred dollars ($100.00) per calendar year. All employees in the Probation Officers Safety Unit are eligible for such allowance. County agrees to pay said uniform allowance in a lump sum on the pay day following the close of pay period number twenty-five (25) each year, providing that eligible employees who leave County service shall be reimbursed on a prorated basis. Eligible employees who have less than twenty-

six (26) complete pay periods of service at the close of the twenty-fifth (25th) pay period shall receive a prorated allowance.

(Adopted 12/18/18, Probation Officers Safety Unit MOU)

(This page intentionally left blank)

SECTION 20.0

BILINGUAL PAY

20.1 Bilingual Pay

General, Supervisory, Professional, Probation Officers Safety, Confidential, and Management Units, Deputy County Counsels and Assistant County Counsel

The County agrees to conduct an analysis of department bilingual needs and identify positions to be classified bilingual. A bilingual position requires the use and possession of the bilingual skill as part of the job description for the position occupied by the employee. Positions classified as bilingual shall receive bilingual premium pay in the amount of $100 per month. To qualify for such a bilingual position, individuals must be state certified or certified by the County in the relevant language at the option of the County. Job descriptions for such positions shall reflect the bilingual requirement and shall state that the employee may be required to perform bilingual services in other County departments. Any employee filling a bilingual position may be subject to disciplinary action if they refuse to provide bilingual services.

(Amended 02/26/08, General, Supervisory and Professional Unit MOUs)
(Amended 02/26/08, Probation Officers Safety Unit, as part of GSP)
(Amended 02/26/08, Confidential Unit Agreement)
(Adopted 02/26/08, Resolution 08-020, Management Unit)
(Adopted 02/26/08, Deputy County Counsels and Assistant County Counsel Agreement)

SECTION 21.0

JURY DUTY

21.1 Jury Duty

General, Supervisory, Professional, Confidential, Management and Probation Officers Safety Units, Deputy County Counsels and Assistant County Counsel

Sutter County encourages employees to fulfill their civic obligations by performing jury service when called.

Mandatory Jury Service

A regular employee shall be allowed such time off with pay as is required in connection with the jury duty. An employee shall notify his/her department head on the first business day after receiving notice of jury duty.

If an employee normally assigned to any shift except “day shift” is called for jury duty and ordered to report, the employee’s shift shall be changed to “days” until the duty obligation has been fulfilled. A swing-shift employee shall be required to work the shift prior to the first day of the jury service so long as the shift concludes by 12 midnight. A graveyard shift employee shall have the graveyard shift prior to the first day of jury service off.

An employee, who is released from jury duty before the end of the work day, must return to work if there would be at least one (1) hour of work time remaining in the work shift, exclusive of travel time. With prior arrangement with the employee’s supervisor, rather than returning to work, the employee may instead use appropriate time-off accruals.

Voluntary Jury Service

If an employee volunteers for jury duty, such as a county grand jury, the employee must request to use applicable accruals for time off during the employee’s work hours.

(Amended 11/17/20, Confidential Unit Agreement)
(Amended 11/17/20, Resolution 20-061, Management Unit)
(Amended 11/17/20, Probation Officers Safety Unit MOU)
(Amended 11/17/20, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 03/23/21, General, Supervisory, and Professional Units MOU)

(This page intentionally left blank.)

SECTION 22.0

OCCUPATIONAL HEALTH

22.1 Preplacement Medical Evaluations

A. Policy Statement

It is the intent and purpose of the Sutter County Medical Evaluation Program to:

1. Identify medical conditions and any related physical limitations of prospective employees in order to assure their placement in jobs which they can perform safely without risk of injury to themselves, fellow employees and the public.

2. Allow individuals with disabilities to be placed in jobs they can safely perform and to provide reasonable accommodation for qualified individuals with disabilities pursuant to the Americans with Disabilities Act.

3. Lessen the probability of injury, illness, or the aggravation of existing disorders.

4. Comply with the letter and intent of laws prohibiting discrimination.

B. Application of Program

New employees, including full-time, part-time, limited term, and certain extra help will be required to participate in the Medical Evaluation Program as determined by the physical and environmental factors of the job classification. After all other employment screening has been completed and the successful job candidate has been identified, such candidate will be made a job offer contingent upon the successful completion of a pre-placement medical evaluation, if applicable.

C. Medical Standards

Medical standards are to be job-related only. Employees must meet the medical standards for a job classification in order to be designated as qualified for employment in that classification.

D. Cost of Medical Screening

Sutter County shall pay the cost of the initial medical screening.

E. Appeal of Medical Disqualification

If an applicant is disqualified from appointment to a position for failing to meet the Medical Standards for the job classification, his or her name shall be removed from the eligible list for that job classification. He or she may file a written request through the Human Resources Director for a review of his or her disqualification. The request must be submitted to the Human Resources Director within five (5) working days after the applicant/employee is notified of the disqualification.

The applicant will have the right to submit additional information regarding his or her medical condition, including a report by an independent medical examiner. The information provided must be relevant to the nature and extent of the medical condition(s) which relates to the applicant's disqualification. Opinions regarding the applicant's ability to perform the job, with the medical condition(s) in question should be avoided, since the independent medical examiner will not have access to the employer's in-depth knowledge of the job including the Job Profile and relevant Medical Standards. All medical examinations relating to this appeal are the financial responsibility of the applicant.

Further medical information provided by the applicant should be submitted to the Medical Evaluator for review. The Medical Evaluator should then review the submitted information and determine, in light of this additional information, whether or not the applicant meets the medical requirements of the job classification. If the Medical Evaluator, after reviewing the information, withdraws the disqualification, the applicant's name shall be returned to the eligible list for the job classification. If the disqualification is upheld, an appeal of the disqualification may be submitted to the Sutter County Human Resources Director within twenty (20) working days after the applicant is notified that the disqualification has been upheld. The applicant shall have a reasonable opportunity to submit written and oral evidence to the Human Resources Director. The Human Resources Director shall thereafter issue a written decision on the disqualification. The decision of the Human Resources Director shall be final.

22.2 Preplacement Drug Testing

A. Policy Statement

In recognition of the public service responsibilities entrusted to the employees of the County, and that drug usage can hinder a person’s ability to perform duties safely and effectively, the County hereby adopts the following preplacement drug testing policy.

B. Application of Preplacement Drug Testing Program

New employees, including full-time, part-time, limited term and extra help will be required to participate in the Preplacement Drug Testing Program if determined to be job-related. After all other employment screening has been completed and the successful job candidate has been identified, such candidate will be made a job offer contingent upon the successful completion of the drug testing process.

C. Testing Procedures

The Preplacement Drug Testing will be conducted by urine specimen. The process and procedures shall be in accordance with applicable statutes, case law, ordinances and policies in effect at the time of testing.

All drug test results will be reviewed and interpreted by a physician before they are reported to the applicant and then to the County. With all positive drug tests, the physician (AKA medical review officer) will first contact the applicant to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the medical review officer determines that there was a legitimate medical use for the prohibited drug, the test result will be reported to the County as negative. If the urinalysis tests positive for the presence of controlled substances, the applicant has 72 hours to request that the specimen be analyzed by a different certified lab. All costs associated with the request of the applicant for a second analysis shall be the financial responsibility of the applicant.

D. Failure to Successfully Complete the Drug Testing Process

Any applicant whose drug test is reported to the County as a positive drug test shall be deemed as not successfully completing the County's drug testing process and is not eligible to become employed with the County. His/her name shall be removed from the eligible list for that job classification.

E. Cost of Medical Screening

Sutter County shall pay the cost of the initial drug testing only.

22.3 Fitness for Duty

1. Following any absence of five (5) or more consecutive work days for illness, injury or exposure to a contagious disease, whether or not sick leave was used, the affected employee shall obtain a statement from his or her treating provider that the employee is fit for duty or to return to duty with or without accommodation.

2. If in the opinion of the appointing authority an employee is incapacitated

for work on account of illness or injury, the appointing authority may require a statement by a qualified medical professional appointed by the County at County expense that the employee is fit for duty or to return to duty. In the event of a disagreement between the employee's treating provider and the County's appointed provider regarding whether or not an employee is fit for duty or to return to duty, a third-party provider approved by both the employee and the County will be appointed at the County's expense to resolve the disagreement.

3. There will be times when the appointing authority will require an employee to provide a statement from his or her treating provider to ensure that an employee is able to perform or to safely perform the essential functions of his/her position. If based on observations of the employee's abilities, conduct and behavior, it is believed that an employee may have a physical and/or mental condition that may prevent the employee from performing or safely performing the essential functions of his/her position, whether or not the employee has been absent from work and whether or not sick leave was used, the appointing authority may require the employee to provide medical information from his/her treating provider that addresses the employee's ability to perform or safely perform those essential functions. The County will pay out-of-pocket medical expenses the employee is required to incur to obtain the medical information required by the County. The employee will be in a paid status and may be required to work, including light duty, pending receipt of the required information from the provider. Failure to provide the required information may result in discipline.

(Amended 11/17/20, Confidential Unit Agreement)
(Amended 11/17/20, Resolution 20-061, Management Unit)
(Amended 11/17/20, Probation Officers Safety Unit MOU)
(Amended 11/17/20, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 03/23/21, General, Supervisory, and Professional Units MOU)

SECTION 23.0

SERVICE AWARDS

23.1 Service Awards

A service awards program for the recognition of faithful service by officers and employees of the County of Sutter is hereby established and shall be administered in accordance with the following procedures:

(1) This program shall be applicable to all elected and appointed officers and employees of the County of Sutter.

(2) Service requirements to qualify for a service award shall be for cumulative service for either permanent or limited term positions adjusted for interruptions in service. Qualifying service should be at least half-time (20 hours or more per week on the average) on a permanent basis. Qualifying service shall include time spent on military leaves of absence.

(3) All Department Heads in good standing with the County who terminate their service shall receive an appropriate plaque with a suitable inscription without regard to years of service as a Department Head.

(4) If otherwise qualified, an officer or employee of the County shall receive a certificate of appreciation for 10 and 15 years of service respectively. Officers and employees having 20 or more years of qualifying service shall receive an appropriate plaque suitably inscribed commemorating the applicable years of service at five-year intervals subsequent to 20 years of service.

(5) Eligibility for all service awards shall be verified by the Human Resources Department prior to approval and presentation.

(6) Each Department Head shall be responsible to advise the Human Resources Department as to which persons are eligible to receive service awards at least one month prior to the time of eligibility and presentation of the award.

(7) In the event an officer or employee should retire within 6 months of the time he/she would otherwise normally be due to receive a service award, he/she shall be eligible to receive a service award as if his/her retirement took place on the qualifying date for the particular service award applicable to his/her nearest qualifying service.

(8) In referring the name of an officer or employee to the Human Resources Department for service award, the Department Head shall also submit a brief biographical sketch of the employee's career with the County.

(9) All awards for service shall be presented by the department or during a regular meeting of the Board of Supervisors by a designated member of the Board. The Human Resources Director shall be responsible for scheduling an appropriate time for presentation of service awards by the Board of Supervisors.

(10) Notwithstanding any other provisions herein, when deemed appropriate, the Board of Supervisors may, by minute order, direct that a special service award be given to a particular individual for special recognition of service that does not meet the criteria set forth in this section.

(Amended 11/26/13, Law Enforcement Unit MOU)
(Amended 02/25/14, Fire Safety Unit MOU)
(Amended 03/11/14, General, Supervisory and Professional Units MOU)
(Amended 03/11/14, Probation Officers Safety Unit, as part of GSP)
(Amended 03/11/14, Confidential Unit Agreement)
(Amended 03/11/14, Resolution 14-018, Management Unit)
(Amended 03/11/14, Deputy County Counsels & Assistant County Counsel Agreement)

SECTION 24.0

MILITARY LEAVE

24.1 Military Leave

Military leave shall be granted in accordance with the provisions of Federal and State law. All employees entitled to military leave shall give the Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken.

24.2 Activation of County Military Reservists

Employees who are called to active duty as a result of the activation of military reservists due to a crisis declared by the President and are eligible to receive the thirty (30) calendar day military leave compensation shall receive the difference between their regular County salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall continue during the term of his/her deployment to active military service in addition to the thirty (30) days provided for by law. During his/her term of deployment to active military service, the County will continue to pay the employer's share of health, dental, vision and life insurance in accordance with applicable Memorandums of Understanding or Board Resolutions, if continuation of insurance coverage is permitted by the insurance carrier(s). Dependents' medical, dental and vision benefits may be continued subject to the employees' payment of the benefit premiums as outlined in applicable Board of Supervisors resolutions, if continuation of insurance coverage for dependents is permitted by the insurance carrier(s).

It is further understood that employees who are eligible for military leave compensation will be placed on a leave of absence with right of return to their positions, and while on such leave of absence, employees shall only accrue vacation and/or sick leave, or holiday privileges, as required by law. An exception to the above is that an uncompleted probationary period must be completed upon return to the job.

Copy of military orders must accompany the request for leave.

(Amended 11/26/13, Law Enforcement Unit MOU)
(Amended 02/25/14, Fire Safety Unit MOU)
(Amended 03/11/14, General, Supervisory and Professional Units MOU)
(Amended 03/11/14, Probation Officers Safety Unit, as part of GSP)
(Amended 03/11/14, Confidential Unit Agreement)
(Amended 03/11/14, Resolution 14-018, Management Unit)
(Amended 03/11/14, Deputy County Counsels & Assistant County Counsel Agreement)

(This page intentionally left blank)

SECTION 25.0

HEALTH INSURANCE

25.1 Medical Plan Insurance

A. Available Plans and County Contribution

An eligible employee may enroll himself/herself and his/her eligible dependents in one of the County sponsored plans.

The County shall, from time to time, check the marketplace to ascertain that County sponsored plans are competitive in pricing and in benefit plan offerings. The County may determine to make changes as set forth in Section 25.1.G. and 25.5.

The County shall offer plans that meet the Affordable Care Act (ACA) requirements relative to benefit levels and affordability. Nothing in this section precludes an employee from seeking coverage from the exchange; however, contributions made to the medical insurance coverage shall only be for those plans offered through the County's cafeteria plan.

B. Cafeteria Plan

1. County Contribution

a. Effective December 1, 2025 (for January 2026 premiums) the County will increase its monthly contributions to the IRC Section 125 cafeteria plan for the medical insurance plan options offered to employees and their eligible dependents who are enrolled in one of the County-sponsored medical insurance plans. Options as described below shall not exceed:

1) Employee Only Coverage:	$ 950.50
2) Employee Plus 1 Coverage:	$ 1,892.50
3) Employee Plus Family Coverage:	$ 2,671.50

County contributions made pursuant to Section 25.1.B shall not exceed the full monthly premium for the High Deductible Health Plan (HDHP) at the coverage level the employee is enrolled or the full monthly premium for any other medical plan option and coverage level to which the employee is enrolled, whichever is less.

The medical insurance contribution to the cafeteria plan made by the County may only be used to pay medical insurance premiums to one of the County sponsored plans selected by the employee and may not be used to pay for any other benefit or cost. The

cafeteria plan will not contain any cash out provision and any employee electing not to enroll in a County sponsored plan shall not receive any credit for the County's contribution. Employees electing coverage in a County sponsored plan shall enroll in the cafeteria plan for the plan year and authorize a deduction from their pay for the balance of the premium cost. Employees who enroll in a County sponsored plan offered through the IRC Section 125 cafeteria plan for the plan year will have their contribution for medical insurance deducted from their pay on a pre-tax basis, and pay for their share of premiums with pre-tax salary reduction dollars. The employee's election during the plan year is irrevocable except as provided by law.

b. For future plan years, if the cost of the High Deductible Health Plan (HDHP) should increase over the prior plan year, the County will increase its contribution to one-half of the increase amount. Should the cost of the High Deductible Health Plan (HDHP) decrease from the prior plan year's cost, the County contribution amount shall decrease by one-half the difference between the prior plan year's cost and the new plan year lower amount.

c. All medical plans other than the High Deductible Health Plan (HDHP) will receive the same negotiated County contributions provided to HSA participants, based on tier level. This amount is in addition to the County contributions to premiums stated in Section 25.1 B 1 a.

2. The County shall provide the following incentives to employees who enroll in the County-sponsored High Deductible Health Plan.

a. Employees hired before March 23, 2021 who enroll in the HDHP-3000 Plan for the first time at the Employee-Only level shall receive a one-time contribution of $2,000 into his/her HSA provided that the monthly and one-time contributions, when combined, do not exceed the maximum allowable annual non-taxable contribution. This incentive shall only be paid upon an employee's first time enrollment into the High Deductible Health Plan.

b. Employees hired before March 23, 2021 who enroll in the HDHP-3000 Plan for the first time at the Employee-Plus One or the Employee Plus Family level shall receive a one-time contribution of $3,000 into his/her HSA provided that the monthly and one-time contributions, when combined, do not exceed the maximum allowable annual non-taxable contribution. This incentive shall only be paid upon an employee's first time enrollment into the High Deductible Health Plan.

3. For employees enrolled in the High Deductible Health Plan, the County shall make monthly contributions to the employee's Health Savings Account in an amount equal to 25% of the maximum annual health savings account contribution limit set by the Internal Revenue Service.

4. Healthy Lifestyle –Wellness Incentives

An employee who, at no charge to the employee, completes the annual Wellness Survey offered through the County-sponsored Wellness Program will receive a $25 cash incentive.

a. Incentives provided pursuant to this section are limited to one such incentive each calendar year.

b. Incentives will be paid pursuant to Be Well Program rules.

C. Family With More Than One Eligible Member Employed By The County

When a family contains more than one eligible dependent employed by the County, only one family member shall be enrolled as the "employee" under the County medical plan and the remaining members shall be enrolled as "dependents." No "in lieu of" cash benefit shall be provided.

D. Retiree Benefits

The County offers County sponsored medical insurance plans to employees who retire from County service, and to current retirees who are otherwise eligible to participate in the County sponsored health plans as determined by the plan provider, subject to the following conditions:

1. The retiree and his/her dependents must be eligible to enroll in a County sponsored plan or a County sponsored comparable Medicare exchange plan based on employment with the County of Sutter, as determined by the plan provider.

2. Continuing eligibility for the County sponsored plan, coverage of retirees and their dependents shall be determined by the plan provider.

3. To be eligible for retiree medical insurance: (1) retiree must be eligible for, and receiving pension benefits from the Public Employees' Retirement System and (2) he/she must be covered as a Sutter County employee under a County sponsored plan on the date immediately prior to retirement and (3) he/she must return their enrollment papers with their premium payment prior to the first day of the month following retirement in order to be eligible for retiree medical insurance coverage.

4. The County of Sutter shall contribute toward retiree medical insurance, based on years of continuous service with Sutter County, in the following amounts:

Years of Service	Monthly County Contribution
5 years but less than 10 years	$ 16.00
10 years but less than 15	$ 56.00
15 years but less than 20	$ 96.00
20 years but less than 25	$136.00
25 years but less than 30	$176.00
30+ years	$216.00

Years of service shall include cumulative continuous service in permanent positions and/or limited term positions that have been granted medical insurance benefits by the Board of Supervisors under Section 5.2 (d) of the *Sutter County Rules Governing Employee Compensation, Benefits and Working Conditions*. Qualifying service shall be at least half-time (20 hours or more per week). Such service shall be adjusted for leaves of absence without pay. Continuous service shall mean service with no break in service of more than 180 days, excluding layoffs.

The monthly County contribution toward retiree medical insurance shall be $55.00 per month for retirees age sixty-five (65) or older, regardless of years of service. For retirees who retired prior to their sixty-fifth (65^{th}) birthday, if the County is contributing more than $55.00 per month toward their medical insurance, the County contribution shall be reduced to $55.00 per month effective for the first day of the month in which his/her sixty-fifth (65^{th}) birthday falls.

5. Each enrolled retiree shall pay the full balance of the premium including any administrative fees from the third party insurance administrator, as well as all future premium increases associated with the plan prior to the first day of the month for which the retiree wishes to be covered by retiree medical insurance in accordance with procedures prescribed by the County.

E. Employees With Other Employer Group Health Insurance Coverage and Not Enrolled in a County Sponsored Health Plan

No “in lieu of” cash benefit shall be provided for employees who are otherwise eligible, who elect not to enroll in a County sponsored health plan.

F. Premium Increases

The County shall contribute the amounts specified above, for each participating employee enrolled in a County sponsored medical plan. Participating eligible

employees shall pay each month the difference between the total premium charged by the medical insurance plan the eligible employee has enrolled in and the applicable County contribution. Such payment shall be deducted from the employee's pay on a pre-tax basis pursuant to Section B above.

Any increases to the total premium charged by the applicable medical plans shall be the responsibility of the participating employee, except for those increases assumed by the County in Section B. There shall be no County responsibility for contributions in excess of those set forth herein.

G. Insurance Plan Changes

The County shall not pay the premium for any other medical plan, which is not sponsored and administered by the County, nor shall the County make any payroll deductions for such other plan.

Nothing herein precludes the County from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein. In the event the plans indicated in Section A become unavailable, the County reserves the right to consider alternative plans, subject to meet and confer.

H. New Employees and Eligibility Criteria

1. New employees shall be eligible for medical plan coverage on the first day of the month following (30) thirty days of employment. Employees re-employed under Section 11.3 Reemployment Following Separation, or 11.5 Reemployment Following Layoff, of the *Personnel Rules and Regulations* shall be eligible for enrollment in accordance with criteria established by the plan provider. If the plan provider eligibility rules preclude the timely deduction of the employees share of premium, the County shall be authorized to make retroactive deductions from the employee's pay to cover his/her share of premium.

2. Effective with the first date of coverage under the County sponsored plans, all eligibility criteria, including but not limited to the effective dates of coverage, the definition of dependents, and the age of eligible dependent children, shall be in accordance with the rules established by the plan provider. Dependents losing eligibility for coverage shall be eligible for individual continuation of coverage pursuant to the provisions of Federal Law contained in the Consolidated Omnibus Budget Reconciliation Act (COBRA). The County shall have no responsibility to continue either coverage or contribution of costs to these dependents, except as required by COBRA.

25.2 Dental Plan Insurance

A. Available Plans and County Contribution

The County will offer three levels of County sponsored dental benefit coverage. The County shall make a contribution to an IRC Section 125 cafeteria plan for dental coverage as indicated in Section 25.2 B, below.

The dental insurance contribution to the cafeteria plan made by the County may only be used to pay dental insurance premiums to one of the available plans selected by the employee and may not be used to pay for any other benefit or cost. The cafeteria plan will not contain any cash out provision and any employee electing not to enroll in a dental insurance plan shall not receive any credit for the County's contribution. Employees electing coverage in a dental insurance plan shall enroll in the cafeteria plan for the plan year and authorize a deduction from their pay for the balance of the premium cost, if any. Employees who enroll in a dental insurance plan offered through the IRC Section 125 cafeteria plan for the plan year will have their contribution for dental insurance deducted from their pay on a pre-tax basis, and pay for their share of premiums with pre-tax salary reduction dollars. The employee's election during the plan year is irrevocable except as provided for by law.

B. Cafeteria Plan

The County's monthly contributions to the Dental IRC Section 125 cafeteria plan for each employee who is enrolled in one of the County-sponsored health insurance plan options as described below shall not exceed:

Employer Cont/Mo.	DeltaCare	PPO + Premier 1000	PPO + Premier 2000
EE	$17.90	$25.78	$32.98
EE + 1	$31.80	$48.45	$60.65
Family	$46.80	$74.75	$93.35

C. Family With More Than One Eligible Member Employed By The County

When a family contains more than one eligible dependent employed by the County, only one family member shall be enrolled as the "employee" under the County dental plan and the remaining members shall be enrolled as "dependents." No "in lieu of" cash benefit shall be provided.

D. Premium Increases

The County shall contribute the amounts specified in Section 25.2, B, for each participating employee enrolled in a County sponsored dental plan. Participating eligible employees shall pay each month the difference between the total

premium charged by the dental insurance plan the eligible employee has enrolled in and the applicable County contribution. Such payment shall be deducted from the employee's pay on a pre-tax basis pursuant to Section 25.2, B.

Any increases to the total premium charged by the applicable dental plans shall be the responsibility of the participating employee, except for those increases assumed by the County in Section 25.2, B. There shall be no County responsibility for contributions in excess of those set forth herein.

E. Insurance Plan Changes

Confidential and Management Units, Deputy County Counsels and Assistant County Counsel

The County shall not pay the premium for any other dental plan, which is not sponsored and administered by the County, nor shall the County make any payroll deductions for such other plan.

Nothing herein precludes the County from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein. In the event the plans indicated in Section 25.2, A, become unavailable, the County reserves the right to consider alternative plans.

General, Supervisory, Professional and Probation Officers Safety Units

The County shall not pay the premium for any other dental plan, which is not sponsored and administered by the County, nor shall the County make any payroll deductions for such other plan.

Nothing herein precludes the County from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein. In the event the plans indicated in Section 25.2, A, become unavailable, the County reserves the right to consider alternative plans, subject to meet and agree.

F. New Employee

New employees will be eligible for dental plan coverage on the first day of the month following thirty (30) days of employment.

25.3 Vision Plan Insurance

A. Available Plans and County Contribution

The County will offer vision insurance available through Vision Service Plan (VSP) for eligible employees and their eligible dependents. The County shall

make a contribution to an IRC Section 125 cafeteria plan for vision coverage as indicated in Section 25.3, B below.

B. Cafeteria Plan

The vision insurance contribution to the cafeteria plan made by the County for eligible employees and their eligible dependents is 100% of the VSP core vision plan premium in effect.

The vision insurance contribution to the cafeteria plan made by the County may only be used to pay vision insurance premiums to VSP selected by the employee and may not be used to pay for any other benefit or cost. The cafeteria plan will not contain any cash out provision and any employee electing not to enroll in a vision insurance plan shall not receive any credit for the County's contribution. Employees electing coverage in a vision insurance plan shall enroll in the cafeteria plan for the plan year. Since the County is contributing the full amount of the vision plan premium to the cafeteria plan there is no cost to the employee who elects such coverage. The employee's election during the plan year is irrevocable except as provided for by law.

C. Family with More Than One Eligible Member Employed By the County

When a family contains more than one eligible dependent employed by the County, only one family member shall be enrolled as the "employee" under the County vision plan and the remaining members shall be enrolled as "dependents". No "in lieu of" cash benefit shall be provided.

D. Premium Increases

The County shall contribute the amounts specified in Section 25.3, B, for each participating employee enrolled in a County sponsored vision plan. Any increases to the total premium charged by the applicable vision plans shall be the responsibility of the County. There shall be no County responsibility for contributions in excess of those set forth herein.

E. Insurance Plan Changes

The County shall not pay the premium for any other vision plan, which is not sponsored and administered by the County, nor shall the County make any payroll deductions for such other plan.

Nothing herein precludes the County from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein. In the event the plans indicated in Section 25.3, A, become unavailable, the County reserves the right to consider alternative plans.

F. New Employee

New employees will be eligible for vision plan coverage on the first day of the month following thirty (30) days of employment.

(Amended 07/22/25, Probation Officers Safety Unit)
(Amended 09/09/25, General, Supervisory, and Professional Units MOU)
(Amended 09/09/25, Confidential Unit
(Amended 09/09/25, Management Unit)

25.4 Life Insurance Plan

A. Available Plans and County Contribution

General, Supervisory, Professional, Probation Officers Safety, and Confidential Units

The County offers a group term life insurance plan with limits of seventy-five thousand dollars ($75,000) for the employee and five thousand dollars ($5,000) for dependents, except that limits for dependents under the age of six (6) months shall be three hundred and fifty dollars ($350). The County shall make a contribution to an IRC Section 125 cafeteria plan for life insurance coverage as indicated in Section 25.4 B below.

Management Unit, Deputy County Counsels and Assistant County Counsel

The County offers a group term life insurance plan with limits of one hundred and fifty thousand dollars ($150,000) for the employee and five thousand dollars ($5,000) for dependents, except that limits for dependents under the age of six (6) months shall be three hundred and fifty dollars ($350). The County shall make a contribution to an IRC Section 125 cafeteria plan for life insurance coverage as indicated in Section 25.4, B, below.

B. Cafeteria Plan

The life insurance contribution to the cafeteria plan made by the County is 100% of the group term life insurance premium in effect.

The life insurance contribution to the cafeteria plan made by the County may only be used to pay life insurance premiums for coverage selected by the employee and may not be used to pay for any other benefit or cost. The cafeteria plan will not contain any cash out provision and any employee electing not to enroll in a life insurance plan shall not receive any credit for the County's contribution. Employees electing coverage in a life insurance plan shall enroll in the cafeteria plan for the plan year. Since the County is contributing the full amount of the life insurance premium to the cafeteria plan there is no cost to the employee who elects such coverage. The employee's election during the plan year is irrevocable except as provided for by law.

C. Premium Increases

The County shall contribute the amounts specified in Section 25.4, B, for each participating employee enrolled in a County sponsored life insurance plan. Any increases to the total premium charged by the applicable life insurance plans shall be the responsibility of the County. There shall be no County responsibility for contributions in excess of those set forth herein.

D. Insurance Plan Changes

The County shall not pay the premium for any other life insurance plan, which is not sponsored and administered by the County, nor shall the County make any payroll deductions for such other plan.

Nothing herein precludes the County from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein. In the event the plans indicated in Section 25.4, A, become unavailable, the County reserves the right to consider alternative plans.

E. New Employee

New employees will be eligible for life insurance plan coverage on the first day of the month following thirty (30) days of employment except for employees who return under Section 11.3 Reemployment Following Separation, or Section 11.5, Reemployment Following Layoff, of these rules. Employees re-employed under Section 11.3 or 11.5 of the *Sutter County Personnel Rules and Regulations* shall be eligible for enrollment in the County life insurance plan effective the first day of the month following 30 days of employment.

(Amended 02/10/15, General, Supervisory and Professional Units MOU)
(Amended 02/10/15, Probation Officers Safety Unit, as part of GSP)
(Amended 02/10/15, Resolution 15-008, Management Unit)
(Amended 02/10/15, Resolution 15-009, Elected Department Heads)
(Amended 02/10/15, Confidential Unit Agreement)
(Amended 02/10/15, Deputy County Counsels & Assistant County Counsel Agreement)

25.5 Employer-Employee Health Benefits Advisory Committee

A. The Employer-Employee Health Benefits Advisory Committee (“Health Benefits Committee”) shall be comprised of one (1) representative designated by each Bargaining Unit and up to six (6) County representatives who shall be appointed by the County Administrative Officer. The County representatives will include the Human Resources Director and/or their designee who will chair the Committee. The Bargaining Unit representatives will select one of the Bargaining Unit representatives to serve as the vice-chair of the Committee.

B. At a minimum, the Health Benefits Committee will meet no less than 2 times per year on a date, at a time and in a location designated by the chair and the vice chair. For the purposes of conducting business, a quorum shall be comprised of one-half of the filled Bargaining Unit representative positions and one-half of the filled County representative positions.

C. The purpose of the Health Benefits Committee is to study issues related to the County's insurance plans and to make suggestions and recommendations, as appropriate, regarding possible modifications.

The Health Benefits Committee also may make recommendations regarding the development and evaluation of: informational programs designed to inform employees regarding the selection and efficient use of the insurance options available to them; educational programs that encourage healthy lifestyles and the effective use of preventative care services; and, various health/wellness related incentive programs. Unless mutually agreed otherwise, recommendations of the Health Benefits Committee are advisory in nature.

D. The County will share information related to any changes the County is considering to the current insurance plans. The County reserves the right to retain information it considers to be confidential. The Health Benefits Committee shall review any proposed changes to benefit plan offerings and shall make recommendations regarding such changes. Such recommendation is advisory and non-binding on the County.

E. Although the parties may reach agreement through the committee processes, membership and participation in the Health Benefits Committee does not constitute a waiver of either the collective bargaining rights of participating employee organizations or the management rights of the County.

(Amended 07/22/25, Probation Officers Safety Unit)
(Amended 05/09/17, General, Supervisory and Professional Units MOU)

25.6 Internal Revenue Code Section 125 Plan

The County will maintain an IRC Section 125 cafeteria plan which shall include the following benefits:

Health Insurance
Health Savings Account (HSA)
Health Reimbursement Account (HRA)
Dental Insurance
Vision Insurance
Group Term Life Insurance
Health Care Spending Account (HCSA)
Dependent Care Spending Account (DCSA)

The plans and employer and employee contributions to the cafeteria plan for health, dental, vision and group term life insurance shall be as described in Section 25.1 through Section 25.4 above. The plan shall also provide for employee contributions to a HFSA and DCAP. The plan year limits for HCSA, DCSA, HSA and HRA plans shall be at limits allowed by federal law. Employees who enroll in the IRC Section 125 cafeteria plan for the plan year may have their contributions for these benefits deducted from their pay on a pre-tax basis if they elected to participate in the plan, and pay for their contributions with pre-tax salary reduction dollars. The employee's election during the plan year is irrevocable except as provided for by law.

(Amended 03/11/14, General, Supervisory and Professional Units MOU)
(Amended 03/11/14, Confidential Unit Agreement)
(Amended 03/11/14, Resolution 14-018, Management Unit)
(Amended 03/11/14, Resolution 14-019, Elected Department Heads)
(Amended 03/11/14, Deputy County Counsels & Assistant County Counsel Agreement)
(Adopted 12/18/18, Probation Officers Safety Unit MOU)

(This page intentionally left blank.)

SECTION 26.0

MISCELLANEOUS PROVISIONS

26.1 Deleted – Special Bridgework Pay - Road Department

26.2 Advancement of Travel and Transportation Expenses

Those employees incurring travel and transportation expenses in the normal scope of their employment shall be entitled to an advancement of funds amounting to seventy-five percent (75%) of all estimated and identifiable expenses in accordance with policies and procedures set out in the Sutter County Administrative Manual.

(Adopted 06/02/81, Benefits Book)

26.3 Tardiness

Excessive unexcused tardiness of employees is not condoned by the Board of Supervisors, and Department Heads are responsible for controlling such abuses by departmental remedies effected at the departmental level. Such action shall be in proportion to the severity of the abuses, and punitive measures shall be limited to only those set forth in the Personnel Rules and Regulations.

(Adopted 06/02/81, Benefits Book)

26.4 Attendance

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All Department Heads shall report the hours worked, hours absent (including vacation, sick leave, compensatory time off) for all employees on the biweekly Time Report. Any employee who engages in an occupation or outside activity for compensation shall inform his/her Department Head of the nature of such activity. The Department Head shall investigate and inform the Board of any such situation, which may be incompatible. The Board shall determine whether or not such activity is incompatible with County employment.

(Adopted 06/02/81, Benefits Book)

26.5 Loyalty Oath

The Loyalty Oath by law must be completed and on file in the County Clerk's office before any employee may receive a paycheck.

(Adopted 06/02/81, Benefits Book)

26.6 Withholding Tax Form

A new employee shall submit required Federal and State Income Tax withholding forms to the Human Resources Department. If an employee fails to submit the necessary forms, income taxes will be withheld at the Internal Revenue Service and State Franchise Tax Board mandated levels.

(Amended 05/09/17, General, Supervisory and Professional Units MOU)
(Amended 05/09/17, Probation Officers Safety Unit, as part of GSP)
(Amended 03/28/17, Fire Safety Unit MOU)
(Amended 03/28/17, Confidential Unit Agreement)
(Amended 03/28/17, Resolution 14-026, Management Unit)
(Amended 03/28/17, Deputy County Counsels Agreement)
(Amended 03/28/17, Law Enforcement Unit MOU)

26.7 Tool Allowance – General, Supervisory and Professional Units

Effective September 20, 2025, the County agrees to provide a tool allowance of one-hundred ($100) per month to employees occupying the positions of Equipment Mechanic I, Equipment Mechanic II, Heavy Equipment Mechanic and Fleet Maintenance Supervisor who are required to use their own tools. County agrees to provide tool theft insurance, that may be provided on an insured or self-insured basis, with the employee being responsible for a fifty dollar ($50) deductible per incident, provided that an inventory of tools is completed prior to the implementation of this policy. The County reserves the right at all times to cancel this policy and purchase tools for County garage mechanics.

(Amended 09/09/25, General, Supervisory and Professional Units MOU)

26.8 Confidentiality Premium Pay

The County agrees to pay confidentiality premium pay as a special allowance by an amount equal to three percent (3.00%) for all employees in the Confidential Unit.

Effective December 3, 2022, job class titles in the Auditor-Controller's Office who are assigned full time to Payroll, and class titles in the Information Technology division of General Services who are assigned to support the County's Payroll information system will receive Confidentiality Premium Pay.

(Amended 11/29/2022, per action of the Board of Supervisors, MT# 4951)

26.9 Jail Nursing Premium Pay

The County agrees to pay a Jail Nurse Premium Pay equal to five percent (5.00%) of hourly base rate as a special allowance for nursing personnel assigned to work at the Sutter County Jail.

A. Nurses Allocated to a Position Regularly Assigned to Work in the Jail

Nurses who are in a position regularly assigned to work at the Sutter County Jail shall receive Jail Nurse Premium Pay on all paid hours, i.e., regular pay, vacation, sick leave, etc.

B. Nurses Allocated to a Position Regularly Assigned to Work Other Than at the Sutter County Jail

Nurses who are in a position regularly assigned to work other than at the Sutter County Jail shall receive Jail Nurse Premium Pay for only those hours actually worked in the jail.

(Adopted 11/01/94 General, Supervisory and Professional Units MOU)

26.10 Water Distribution, Water and Wastewater Certification Pay – General, Supervisory and Professional Units

A. Water Distribution

Eligible employees who possess a Water Distribution Certificate and are assigned by the department to perform water distribution duties shall receive additional compensation at the rate of twenty-five dollars ($25) per month for performing water distribution duties.

B. Water Treatment - Wastewater Operator-In-Training

Eligible employees who have passed the written examinations for either Wastewater Treatment Plant Operator certification and/or Water Treatment Plant Operator certification at the grade levels required by the State regulatory agencies for operation of County facilities, and who have been designated as operators-in-training for wastewater and/or operators for water, shall receive additional compensation at the rate of one hundred dollars ($100.00) per month for performing water or wastewater operator duties.

If a wastewater operator-in-training does not achieve operator status within thirty (30) months of being designated as an operator-in-training, he/she will no longer be eligible for Certification Pay unless and until he/she becomes a certified operator and performs the duties.

C. Wastewater Operator

Eligible employees who possess a Wastewater Treatment Plant Operator's Certificate and who have been designated as Wastewater Operators shall receive additional compensation at the rate of one hundred fifty dollars ($150.00) per month for performing wastewater operator duties.

D. Maximum Certifications Water Distribution - Water - Wastewater

Water distribution duties will be assigned based upon the needs of the department. Water Distribution Certification Pay shall be provided to no more than two (2) eligible employees at any given time. Only one such employee may be in a classification assigned to the Professional and/or Supervisory Unit.

Water and Wastewater duties will be assigned based upon the needs of the department. Water/Wastewater Distribution Certification Pay shall be provided to no more than four (4) eligible employees at any given time. Only two (2) such employees may be in classifications assigned to Professional and/or Supervisory Unit.

E. Maximum Certification Pay

Eligible employees may receive multiple Certification Pays however the maximum Water Distribution, Water and/or Wastewater Certification Pay per eligible employee shall not exceed two hundred fifty dollars ($250.00) per month.

F. Application Fees

The County agrees to pay the first-time application fees required for employees to apply for such certifications. An employee who terminates his/her employment with the County within twelve (12) months of the County's payment of such fee(s) shall reimburse the County for the full amount of the fee(s) paid by the County.

G. Eligible Classifications

Employees assigned to the following classifications shall be eligible to receive Certification Pay pursuant to this Section: Assistant Engineer-Architect; Building Services Worker Classifications; Engineering Aide; Equipment Operator; Groundskeeper I and II; Highway Engineering Technician I, II and III; Public Works Engineer I and II; Public Works Lead Maintenance Worker; Public Works Maintenance Supervisor I and II; Public Works Maintenance Worker II.

(Revised 02/26/08 General, Supervisory and Professional Units MOU)

26.11 Deleted – Social Worker Compensation-APS and CPS

26.12 Strike-Team Pay – Management Unit Employees in the Fire Service and the Emergency Operations Manager

Effective December 3, 2022, Management Unit Employees in the Fire Service and the Emergency Operations Manager who are assigned to serve with the State of California Office of Emergency Services (OES) on mutual aid emergency duty or serve as part of an Incident Management Team, shall receive special compensation, Strike Team Pay,

in the rate of time and one-half for hours worked outside of regular duty hours when the County is being reimbursed at the time and one-half rate. If the County is not subsequently fully reimbursed by OES for monies advanced to Employees, Employees shall be financially responsible to re-pay to the County all monies advanced and not reimbursed.

(Amended 11/29/22, Resolution 22-082 Management Unit)

26.13. Deleted – Substitute Work – Fire Safety Unit

(See Fire Safety Unit MOU)

26.14 Deleted – Agency Shop – Fire Safety Unit

26.15 Union Release Time

General, Supervisory, and Professional Units

Effective March 27, 2021, the County agrees to provide up to three hundred (300) hours each calendar year for union release time for Union Officers, Board Members and Stewards for non-political activities related to employer-employee relations, new employee orientations, and the administration of the MOU. Said leave shall be approved subject to the work needs of the County as determined by the employee's supervisor/manager.

(Amended 3/23/21, General, Supervisory and Professional Units MOU)

Probation Officers Safety Unit

Effective November 10, 2018, the County agrees to provide up to 120 hours each calendar year for union release time for Union Officers, Board Members and Stewards for non-political activities related to employer-employee relations, new employee orientations, and the administration of the MOU. Said leave shall be approved subject to the work needs of the County as determined by the employee's supervisor/manager.

(Adopted 11/06/18, Probation Officers Safety Unit MOU)

26.16 NET-5 Incentive Pay – Probation Officers Safety Unit

Effective November 10, 2018, the County agrees to pay a five percent (5%) salary premium to each employee who is assigned by the Probation Chief to the NET-5 Unit.

(Adopted 11/06/18, Probation Officers Safety Unit MOU)

26.17 Commercial Driver's License for Ag Biologists

Effective March 27, 2021, employees in the class title of Ag Biologist who are assigned to a program which requires possession of a Class A or Class B commercial license and who are required to maintain such license as a condition of employment, shall receive additional pay in the amount of one hundred dollars ($100) per month.

(Adopted 3/23/21, General, Supervisory and Professional Units MOU)

26.18 Labor-Management Committee

The County and the Union agree that regular communication between the parties leads to more harmonious labor management relations and to the establishment of trusting relationships. Toward that end, the parties agree to the formation of a Joint Labor Management Committee.

The joint labor management committee shall be comprised of up to three (3) individuals from the bargaining unit and up to three (3) individuals from management. Additional attendees may be added as needed depending upon the topic of discussion. A Union representative or his or her designee and the Director of Human Resources or his or her designee may participate too.

The Joint Labor Management Committee shall meet at least semi-annually to address items of mutual concern.

(Adopted 3/23/21, General, Supervisory and Professional Units MOU)

26.19 Shop Stewards

A. Shop Stewards shall be established to assist with the resolution of formal or informal complaints and to provide employees with union representation to which they are entitled.

B. By July 1 of each year, the Union agrees to provide the County Human Resources Director with a list of the names, classifications and departments of all Shop Stewards.

C. A reasonable amount of time will be granted to the employee and the Shop Steward to handle the initial grievance. Time shall be approved subject to the work needs of the County as determined by the employee's supervisor/manager.

D. If an employee wishes to request assistance from a Shop Steward on County time, the employee shall be allowed an opportunity to verify if a Steward is available to be seen.

E. Release time for Shop Stewards approved by the supervisor/manager shall be applied to the maximum allowable amount of Union Release Time as provided for in Section 26.15.

(Adopted 3/23/21, General, Supervisory and Professional Units MOU)

26.20 Reassignment – Probation Officers Safety Unit

1. Reassignment within Services: The department continues and maintains the right to reassign employees within Probation Services. The appointing authority's decision on employee reassignments shall not be grievable.

2. Job Preference Questionnaire: The Department shall annually circulate a job preference questionnaire to all employees in the unit and will consider these preferences in the filling of vacancies and in making changes in assignments. There is no guarantee that staff will receive their preferred assignment.

3. Prior to the announcement of reassignments, supervisors and/or managers shall make a reasonable attempt to individually meet with all officers who are being reassigned to inform them of their new assignments.

(Adopted 11/17/20, Probation Officers Safety Unit MOU)

26.21 Rangemaster Pay – Probation Officers Safety Unit

Effective July 2, 2022, the County agrees to pay a five percent (5%) salary premium to employees who are certified Rangemasters designated by the Department with the duty and responsibility to provide such service. Designated employees will be paid for all hours so engaged including actual hours worked, and pre-authorized hours designated for development, review, or preparation needed to provide such service to the Department and the County.

(Adopted 06/28/22, Probation Officers Safety Unit MOU)

26.22 Low Staffing Incentive Pay – Non-Sworn Law Management Employees

Effective December 3, 2022, should the staffing of dispatchers in the dispatch unit able to work alone fall below 60% of the funded, allocated positions for two (2) full pay periods, the County shall provide 5% low staffing incentive pay for all hours worked by employees assigned to dispatch effective the first day of the third (3rd) consecutive pay period.

(Amended 11/29/2022, per action of the Board of Supervisors, MT# 4951)

26.23 Certified Public Accountant (CPA) Pay

Management Unit Employees and Elected Department Heads

Effective April 23, 2022, The County agrees to pay a ten percent (10%) salary premium to employees who possess a valid Certified Public Accountant (CPA) license, if such license is utilized in the normal scope of their employment.

(Adopted, 4/12/2022 Resolution 22-028, Management Unit)
(Adopted, 4/12/2022 Resolution 22-029, Elected Department Heads)

26.24 Sutter-Yuba Behavioral Health Mental Health Plan Director Pay

Effective October 5, 2024, the County agrees to pay a ten percent (10%) salary premium to the employee who is appointed the duties of the Sutter-Yuba Behavioral Health Mental Health Plan Director and Alcohol and Drug Administrator. If the Bi-County JPA for mental health services between Sutter and Yuba County were to cease, this stipend would no longer be applicable. This premium is not to be included in any employee cash out.

(Adopted, 9/24/2024 Resolution 24-041, Management Unit)

26.25 Jail Premium Pay

Effective September 20, 2025, the County agrees to pay a Premium Pay of three percent (3%) of hourly base rate as a special allowance for Custodians, Building Services Workers, Food Service Workers, and Correctional Food Services Supervisors regularly assigned to work at the Sutter County Jail.

(Adopted 09/09/25, General, Supervisory and Professional Units MOU)

26.26 Clerk-Recorder Premium Pay

Effective September 20, 2025, the County agrees to pay a Premium Pay of three percent (3%) of hourly base rate as a special allowance for those in the classification of Deputy Clerk Recorder I/II/III who successfully pass the County Recorder's Association of California's Certified Document Examiner test.

(Adopted 09/09/25, General, Supervisory and Professional Units MOU)

SECTION 27.0

ON-THE-JOB INJURY, WORKERS' COMPENSATION

27.1 Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code.

(Amended 08/31/04, General, Supervisory & Professional Units MOU)
(Amended 01/06/04, Fire Safety Unit MOU)
(Amended 01/06/04, Resolution 04-002 Management Unit)
(Amended 01/06/04, Deputy County Counsel & Assistant County Counsel Agreement)
(Amended 01/06/04, Confidential Unit Agreement)
(Amended 01/30/07, Law Enforcement Unit MOU)

27.2 Workers' Compensation

A. Fire Safety, Confidential, Management and Law Enforcement Units, Deputy County Counsels and Assistant County Counsel

1. When an injury is determined to be job related by the County, the County's workers' compensation carrier, or by the Workers' Compensation Appeals Board and the affected employee receives temporary disability monies, the County shall then restore the equivalent value of sick leave, compensatory time and/or vacation applied during the period for which the temporary disability monies were paid and shall offset the employee's pay by the amount of temporary disability monies received.

2. When an injury is determined to be job related by the County, or its workers' compensation carrier, and the employee is precluded from returning to work by a licensed physician such employee shall be placed on Workers' Compensation leave until such time as he/she is authorized to return to work or as otherwise provided in section 5 below. While on leave such employee may utilize sick leave, vacation and/or compensatory time in accordance with section 3 below. FMLA will run concurrently with Workers' Compensation Leave. If the employee exhausts or has exhausted all sick leave, vacation and/or compensatory time balances, or elects not to use such balances, the employee shall be placed on a leave of absence without pay. In cases where the County or its workers' compensation carrier has denied the compensability of an employee's claim for benefits and the employee is contesting the claim with the Workers' Compensation Appeals Board, the County may extend a leave of absence without pay on a case by case basis beyond the limitations stated in section 14.0 et seq of these rules.

3. An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reason of industrial injury compensated as temporary disability indemnity may integrate any accumulated sick leave, vacation leave, or compensatory time off for overtime as when added to his/her disability indemnity will result in payment to him/her of his/her full salary. An employee shall accumulate vacation leave and sick leave only during such portion of absence from work due to industrial injury for which he/she uses previously earned vacation leave, sick leave, or compensatory time off.

4. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of sick leave and vacation earning rates. Employees who exhaust all accruals, or elect not to use their accruals, shall be placed on workers' compensation leave without pay, and shall not be entitled to accrue vacation, sick leave or holidays. Time off during unpaid Workers' Compensation shall be adjusted in accordance with Section 14.8, Postponement of Anniversary Date and Probationary Period, excluding longevity eligibility or adjusted date of hire.

5. Leave shall continue until the employee:

   a. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

   b. is determined to be physically able to return to work with medical restrictions which the County can accept and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

   c. accepts employment outside the County; or

   d. accepts employment in another County position; or

   e. has been found to be permanent and stationary and precluded from returning to work by the Workers' Compensation Appeals Board and has been offered and refused rehabilitation services or is or has been provided rehabilitation services as provided by law; or

   f. resigns or is retired pursuant to Government Code provisions.

(Amended 11/26/13, Law Enforcement Unit MOU)
(Amended 02/25/14, Fire Safety Unit MOU)
(Amended 03/11/14, Confidential Unit Agreement)
(Amended 03/11/14, Resolution 14-018, Management Unit)
(Amended 03/11/14, Deputy County Counsel & Assistant County Counsel Agreement)

B. General, Supervisory and Professional Units

1. When an injury is determined to be job related by the County, the County's workers' compensation carrier, or by the Workers' Compensation Appeals Board and the affected employee receives temporary disability monies, the County shall then restore the equivalent value of sick leave, compensatory time and/or vacation applied during the period for which the temporary disability monies were paid and shall offset the employee's pay by the amount of temporary disability monies received.

2. When an injury is determined to be job related by the County, or its workers' compensation carrier, and the employee is precluded from returning to work by a licensed physician such employee shall be placed on leave until such time as he/she is authorized to return to work or as otherwise provided in section 5 below. While on leave such employee may utilize sick leave, vacation and/or compensatory time in accordance with section 3 below. If the employee exhausts or has exhausted all sick leave, vacation and/or compensatory time balances, or elects not to use such balances, the employee shall be placed on a leave of absence without pay. In cases where the County or its workers' compensation carrier has denied the compensability of an employee's claim for benefits and the employee is contesting the claim with the Workers' Compensation Appeals Board, the County may extend a leave of absence without pay on a case by case basis beyond the limitations stated in section 14.0 et seq of these rules.

3. An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reason of industrial injury compensated as temporary disability indemnity may integrate any accumulated sick leave, vacation leave, or compensatory time off for overtime as when added to his/her disability indemnity will result in payment to him/her of his/her full salary. An employee shall accumulate vacation leave and sick leave only during such portion of absence from work due to industrial injury for which he/she uses previously earned vacation leave, sick leave, or compensatory time off.

4. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of sick leave and vacation earning rates. Employees who exhaust all accruals, or elect not to use their accruals, shall be placed on workers' compensation leave without pay, and shall not be entitled to accrue vacation, sick leave or holidays.

5. Leave shall continue until the employee:

   a. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers'

Compensation Appeals Board; or

b. is determined to be physically able to return to work with medical restrictions which the County can accept and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

c. accepts employment outside the County; or

d. accepts employment in another County position; or

e. has been found to be permanent and stationary and precluded from returning to work by the Workers' Compensation Appeals Board and has been offered and refused rehabilitation services or is or has been provided rehabilitation services as provided by law; or

f. resigns or is retired pursuant to Government Code provisions.

(Amended 08/31/04, General, Supervisory & Professional Units MOU)

27.3 Selection of Treating Physician

A. Employee's Choice of Physician

An employee may seek medical care for a work related illness or injury from the physician of his/her choice, if such physician has been pre-designated pursuant to the Labor Code. Time missed from work to seek initial medical care or necessary follow-up care shall be charged to the employee's appropriate leave balance, or unpaid status if appropriate leave balances are not available. To the extent that temporary disability indemnity is paid for any time off work to seek initial or follow-up medical care, it shall be integrated with leave pursuant to subsection 27.2, A,3.

(Adopted 01/30/07, Resolution 07-006 Management Unit)
(Adopted 01/30/07, Confidential Unit Agreement)
(Adopted 01/30/07, Deputy County Counsels & Asst County Counsel Agreement)
(Adopted 01/30/07, Law Enforcement Unit MOU)
(Amended 01/04/11, Fire Safety Unit MOU)
(Amended 03/01/11, General, Supervisory and Professional Units MOU)

B. Workers' Compensation Clinic

General, Supervisory, Professional, Probation Officers Safety, Confidential, and Management Units

An employee may seek medical care from the County's workers' compensation clinic, or such other provider the County may designate to replace the County's

workers' compensation clinic, if any. If an employee seeks initial and follow-up medical care with the County's workers' compensation clinic, or with any medical provider to whom the employee has been referred by the County's workers' compensation clinic for follow-up care, time missed from work to seek care shall be deemed time worked and no leave balance shall be charged. This provision shall not apply to medical care received during periods when the employee has been disabled from work and is not at work. It shall also not apply for any treatment received during hours when the employee is not scheduled to work.

(Amended 07/22/25, Probation Officers Safety Unit)
(Amended 09/09/25, General, Supervisory, and Professional Units MOU)
(Amended 09/09/25, Confidential Unit
(Amended 09/09/25, Management Unit)

Law and Fire Units

An employee may seek medical care from Comp Clinic, or such other provider the County may designate to replace Comp Clinic, if any. If an employee seeks initial and follow-up medical care with Comp Clinic, or with any medical provider to whom the employee has been referred by Comp Clinic for follow-up care, time missed from work to seek care shall be deemed time worked and no leave balance shall be charged. This provision shall not apply to medical care received during periods when the employee has been disabled from work and is not at work. It shall also not apply for any treatment received during hours when the employee is not scheduled to work.

(Amended 01/06/04, Fire Safety Unit MOU)
(Amended 01/30/07, Law Enforcement Unit MOU)

(This page intentionally left blank)

SECTION 28.0

SAFETY

28.1 Safety Program

A safety program for the County of Sutter shall be developed to assure reasonable safety and improvement of employee working habits.

(Adopted 6/2/81, Benefits Book)

28.2 Safety Clothing Policy for County Road Department Personnel

(This provision was deleted effective December 22, 2007.)

(Adopted 02/26/08, General, Supervisory and Professional Units MOU)

28.3 Safety Equipment - Law Enforcement Employees

A. Term

This section shall be effective for the period beginning July 1, 1978 and ending June 30, 1985.

B. Safety Equipment Items, Defined

1. For purposes of this section, the term "safety equipment" for the positions of Sergeant and Deputy Sheriff IV in the Sheriff's Department shall refer only to the following listed items:

Revolver	Long Baton
Holster	Keeper Straps (3)
Gun Belt	Baton Ring
Cartridge Case	Mace Carrier
Flashlight	Rain Pants
Handcuffs	Rain Jacket
Handcuff Case	Rain Boots

2. For the purpose of this section, the term "safety equipment" for the positions of Deputy Sheriff III and Jail Sergeant in the Sheriff's Department shall refer only to the following listed items:

Revolver	Cartridge Case
Holster	Handcuffs
Gun Belt	Handcuff Case

3. For the purpose of this section, the term "safety equipment" for the positions of Lieutenant, Detective, Deputy Sheriff-Technician and Community Services Officer in the Sheriff's Department shall refer only to the following listed items:

Revolver	Flashlight
Holster	Raincoat
Handcuffs	Rain Boots
Handcuffs Case	

4. For the purpose of this section, the terms "safety equipment" for law enforcement (safety) employees in the District Attorney's Office shall refer only to the following listed items:

Revolver	Handcuff Case
Holster	Flashlight
Handcuffs	

5. When reference is hereafter made to the County supplying safety equipment to eligible employees of the Sheriff's Department or District Attorney's Office, it is intended that each eligible employee shall be provided with one of each of the items identified above unless otherwise specified.

C. Obligation to Provide Safety Equipment Items

The County of Sutter will provide safety equipment to each designated law enforcement employee of the Sheriff's Department and District Attorney's Office as follows:

1. County Issuance of Safety Equipment

Each eligible employee may elect to use safety equipment issued by the County. Eligible employees employed prior to August 1, 1978, who chose to use County issued safety equipment shall notify their appointing authority or his/her authorized representative in writing no later than two weeks from the date this section is approved by the Board and Association.

2. Safety Equipment Purchase Plans

Safety equipment required to be provided by the County to insure an employee's safe working conditions may, for the equipment specified in this section, be purchased by the employee at cost to the County.

Eligible employees employed prior to August 1, 1978, who chose this option shall notify their appointing authority or his/her authorized representative in writing no later than two weeks from the date this section is approved by the Board and Association. Such employees shall be issued funds for such purchase in accordance with the provisions of this section no later than four weeks from the date this section is approved by the Board of Supervisors and Association.

a. Handguns. Law enforcement officers required to be provided a handgun as necessary safety equipment to perform their normal duties may purchase a personal handgun of a type and caliber approved by the appointing authority and receive a reimbursable cash advance in the amount of the value of the standardized handgun. At the time such employee terminates or becomes ineligible to be issued a standardized county handgun, the employee shall reimburse the county in the amount of the cash advance. The County Auditor shall maintain the reimbursement records.

b. Handcuffs. Law enforcement officers required to be provided handcuffs as necessary safety equipment to perform their normal duties may purchase handcuffs meeting the specifications of the appointing authority and receive a reimbursable case advance in the amount of the value of the standardized handcuffs. At the time such employee terminates or becomes ineligible to be issued standardized handcuffs, the employee shall reimburse the county in the amount the cash advance. The County Auditor shall maintain the reimbursement records.

c. Safety Equipment Specified in Section 28.3 D, 2a. Law enforcement officers required to be provided all or part of the safety equipment specified in Section 28.3 D, 2a, as necessary safety equipment to perform their normal duties may purchase such safety equipment meeting specifications approved by the appointing authority. Employees electing this option shall be reimbursed in cash at the lowest quantity cost to the county for purchasing such equipment. Those employees who elect this option shall at all times wear safety equipment meeting specifications and standards approved by the appointing authority. Employees who elect to receive cash shall be reimbursed in cash every eight years at the lowest quantity cost to the county for purchasing those items listed in Section 28.3 D, 2a. Those eligible employees employed prior to August 1, 1978 who have already purchased and are using safety equipment specified in Section 28.3 D, 2a, meeting the standards and specifications approved by the appointing authority shall replace any item of said safety equipment that does not subsequently meet the standards of the appointing authority as a result of ordinary wear and tear. The

cash reimbursement received by the employee as specified above shall constitute reimbursement regardless of the time the employee is actually required to purchase replacement equipment.

Individuals holding the positions of Detective or Deputy Sheriff-Technician in the Sheriff's Department as of August 1, 1978 who choose this option shall be reimbursed in cash on a one time only basis at the lowest quantity cost to the County for purchasing the following items of equipment:

Gun Belt	Keeper Straps (3)
Cartridge Case	Baton Ring
Long Baton	Mace Carrier

3. Price

The lowest quantity price to the County for purchasing safety equipment meeting specifications approved by the appointing authority as of the date of this section is listed in Section 28.4.

4. Use of Safety Equipment

When an employee is issued or reimbursed for the purchase of specific safety equipment, the employee shall use such equipment.

D. Return, Replacement, Purchase, and Repair of Safety Equipment Items

1. Purchase or return of safety equipment

a. An employee who terminates his/her employment for any reason who has been issued safety equipment by the county shall promptly return all equipment to the county. No employee shall receive his/her final paycheck until he/she has returned such equipment. An employee who terminates his/her employment for any reason who has been reimbursed in cash for the purchase of the items of safety equipment specified in Section 28.3 D, 2a, shall reimburse the county for the cash amount received by the county for the purchase of such items less one percent (1%) of said amount for each full month of service from July 1, 1978 for the initial reimbursement and from the date said amount was issued by the County thereafter. Reimbursement for handguns and handcuffs shall be as specified in Section 28.3 C, 2a, and Section 28.3 C, 2b. The amount to be reimbursed shall be deducted from the employee's last paycheck by the County Auditor. Paycheck as used in this section shall also include payment of any accrued vacation and sick leave balance required by county rules. If the employee's last paycheck is less than the amount to be

reimbursed, the employee shall be liable for the difference. The County Auditor shall maintain the reimbursement records.

b. An employee who has been issued safety equipment by the County, who is subsequently promoted, demoted or transferred to any position requiring less safety equipment, shall promptly return to the County all safety equipment items not required of the new position. No employee shall receive his/her paycheck until he/she has returned such equipment. An employee who has been reimbursed in cash for the items of safety equipment specified in Section 28.3 D, 2a, who is subsequently promoted, emoted or transferred to any position requiring less safety equipment shall reimburse the County for the cash amount received by the County for the purchase of such items less one percent (1%) of said amount for each month of service from July 1, 1978 for the initial reimbursement and from the date said amount was issued by the County thereafter. Reimbursement for handguns and handcuffs shall be specified in Sections 28.3 C, 2a, and C, 2b. The amount to be reimbursed shall be deducted from the employees first paycheck after promotion, demotion or transfer by the County Auditor. The County Auditor shall maintain the reimbursement records.

2. Replacement of safety equipment items

a. Safety equipment shall be considered for replacement at any time that such equipment does not meet the standards specified by the appointing authority and/or when the normal life expectancy of individual items has been reached. The life expectancy of new items for purposes of this section is set forth in the following table:

8 years

Flashlight	Cartridge Case
Raincoat or Rain Jacket	Keeper Straps (3)
Holster	Long Baton
Gun Belt	Mace Carrier
Baton Ring	Rain Pants
Handcuff Case	Rain Boots

b. The County shall inspect safety equipment. At the time of inspection, the appointing authority or his/her designated representative(s) shall determine the condition of the item and based upon its condition, shall specify either that such equipment be retained for further use by the member or that such equipment be replaced or repaired.

3. Damage to or loss of safety equipment items

Any employee who sustains a loss of or damage to the safety equipment items specified herein other than ordinary wear and tear shall immediately report such damage or loss to the appointing authority or his/her designated representative.

a. If a determination is made by the appointing authority or his/her designated representative that the damage or loss resulted from carelessness or negligence on the part of the employee, the employee will be required to replace the item at his/her own expense.

b. If a determination is made by the appointing authority or his/her designated representative that the damage or loss did not result from carelessness or negligence on the part of the employee, such equipment shall be replaced at County expense. For safety equipment items listed in Section 28.3 D, 2a, the employee shall reimburse the County for the amount of depreciation on the safety equipment in question. The amount of depreciation shall equal one percent (1%) of the case amount paid by the County for the purchase of the affected item times the number of complete months that have elapsed since the item or its cash equivalent was issued by the County. All damaged safety equipment shall become the property of the County.

E. Safety Equipment Maintenance Allowance

Individuals occupying the positions listed in paragraph B, 1,2,3 and 4 shall receive an annual safety equipment maintenance allowance of $50 per calendar year. County agrees to pay said allowance in a lump sum on the payday following the close of pay period number twenty-five (25) each year after calendar year 1978, provided that eligible employees who leave County service shall be reimbursed on a prorated basis. On the payday following the close of pay period number twenty-five (25) in December 1978, County agrees to pay a prorated annual safety equipment maintenance allowance of $25. Eligible employees who have less than twenty-six (26) complete pay periods of service as of the close of the twenty-fifth pay period shall receive a prorated allowance.

Association agrees that employees receiving the safety equipment maintenance allowance shall be solely responsible for maintaining the safety equipment specified herein in accordance with the highest safety standards and shall hold the County harmless in any litigation involving the maintenance of safety equipment. The County may also periodically inspect safety equipment to insure compliance with established safety standards and maintenance standards established by the Sheriff. Employees shall be solely responsible for the cost of any safety equipment maintenance directed by the Sheriff or his/her authorized representative.

Association agrees that eligible employees shall purchase annually one box of service ammunition (50 rounds) meeting the specifications established by the Sheriff.

28.4 Law Enforcement Safety Equipment - County Cost

Items	County Cost (including sales tax)
Revolver	$ 167.48
Gun Belt	18.61
Holster	20.31
Handcuffs	15.51
Handcuff Case	7.00
Cartridge Case	8.44
Long Baton	7.30
Baton Ring	1.40
Keeper Straps (3)	2.29
Mace Carrier	7.59
Flashlight	27.53
Rain Jacket*	23.26
Rain Pants	12.40
Rain Boots	9.54
TOTAL	$ 328.66

*The raincoat price for Detectives and the Deputy Sheriff Technician is $29.57.

(Adopted 3/13/79, Law Enforcement Employees Agreement)

28.5 Safety Equipment – Fire Safety Unit and Management

A. For purposes of this section, the term “Safety Equipment” for the positions of Fire Services Manager, Battalion Chief, Fire Captain, Fire Engineer and Firefighter in the County Fire Department shall refer to the following items of Personal Protective Equipment (PPE):

Structural Turn-out jacket	Wildland jacket
Structural Turn-out pants	Wildland pants
Structural Turn-out boots	Wildland gloves
Structure gloves	Wildland Fire Shelter
Nomex/PBI hood	Wildland Web Gear
Structure helmet*	Wildland helmet*
SCBA Face Mask	

*An employee may purchase, at his/her own expense, a personal helmet as long as it meets current state and federal safety guidelines and is approved by the County Fire Chief. A single approved helmet for both structure and wildland may be used and may be issued by the County.

All Personal Protective Equipment must meet NFPA, Cal OSHA and NIOSH Standards.

B. All Fire Department personnel will receive the above PPE items initially and they shall be replaced as they wear out or are damaged beyond repair; however, each individual must turn in the worn out and/or damaged PPE items before they will be issued replacement PPE items.

C. An employee who terminates his/her employment for any reason with the County or who no longer occupies a position requiring personal protective equipment shall immediately return all County-purchased personal protective equipment to the County.

D. All personal protective equipment will only be used for County-related activities. Personal, non-County use of personal protective equipment will be subject to disciplinary action up to and including termination.

E. Any other personal protective equipment, including duty/wildland boots, shall be paid for by the employee by monies received as a uniform allowance pursuant to Section 19.3, Uniform Allowance.

(Amended 08/26/08, Fire Safety Unit MOU)
(Adopted 02/26/08, Resolution 08-020 Management Unit)

28.6 Safety Equipment Maintenance Allowance - Law Management Employees

Law Management Employees shall receive an annual safety equipment maintenance allowance of $50 per calendar year. County agrees to pay said allowance in a lump sum on the payday following the close of pay period number twenty-five (25) each, provided that eligible employees who leave County service shall be reimbursed on a prorated basis.

Employees receiving the safety equipment maintenance allowance shall be solely responsible for maintaining the safety equipment specified herein in accordance with the highest safety standards and shall hold the County harmless in any litigation involving the maintenance of safety equipment. The County may also periodically inspect safety equipment to insure compliance with established safety standards and maintenance standards established by the Sheriff. Employees shall be solely responsible for the cost of any safety equipment maintenance directed by the Sheriff or his/her authorized representative.

Eligible employees shall purchase annually one box of service ammunition (50 rounds) meeting the specifications established by the Sheriff.

(Adopted 03/02/10, Resolution 10-010 Management Unit)

28.7 Safety Equipment – Probation Officers Safety Unit

1. The County shall provide employee safety equipment at the discretion and determination of the Probation Department. Such equipment may include, but is not limited to, the following examples:

    a. Radios
    b. Handcuffs
    c. Flashlights
    d. Body Armor
    e. Badges
    f. Probation Jacket
    g. Baton
    h. Tourniquet
    i. Belt, Belt Keepers and all appropriate equipment holders.
    j. Chemical Agent
    k. Firearms, Ammunition, Holster and additional related holders.

2. The County, at its sole discretion and determination, may replace safety equipment required by the department which has become obsolete. Manufacturer expired safety equipment; safety equipment unserviceable through normal wear and tear or other circumstances under which the equipment has become unserviceable without fault on the part of the employee, will be replaced by the County as needed. Employees may provide their own safety equipment at their own expense provided that the equipment is approved and meets requirements as specified by the Probation Department.

3. All safety equipment provided by the County shall remain the property of the County.

(Adopted 11/17/20, Probation Officers Safety Unit MOU)

(This page intentionally left blank)

SECTION 29.0

SPECIAL PAY AND WORKING CONDITIONS

29.1 Dog Handling Pay – Management Unit

Effective July 6, 2019, the employee in the classification of Victim Witness Program Manager who is the handler for the Facility Service Dog who provides support regularly from the Victim Services office shall be compensated three and seven tenths of an hour (3.7) of unassigned time per pay period for the normal care, feeding, grooming and training of the canine while the canine is living with the handler. The three and seven tenths of an hour (3.7) of unassigned time per pay period spent in the normal care, feeding, grooming and training of the canine shall be compensated at the employees' hourly rate in accordance with the Fair Labor Standards Act (FLSA).

(Adopted 06/25/19, Resolution 19-052, Management Unit)

29.2 Resident Deputy Allowance

County agrees to pay a Resident Deputy living allowance of $100 per month. Only three deputies shall be eligible to receive Resident Deputy Allowance.

The Sheriff may reassign resident deputies to non-resident deputy law enforcement duties. However, Sheriff's deputies being assigned to resident deputy status shall not be assigned resident deputy duties without a voluntary agreement by such deputy. New Sheriff's deputies may be assigned by the department to resident deputy duties without the employee's consent.

(Adopted 7/27/93, Law Enforcement Unit MOU)

29.3 Diving Pay

An employee who performs work scuba diving at the request of the Sheriff or his/her authorized representative shall be compensated at the rate of thirty-five dollars ($35.00) an hour for a minimum of two (2) hours beginning from the time the employee receives the call and ending when the employee turns in his/her diving gear at the Law Enforcement Center.

In addition to the compensation described immediately above, an employee who performs work scuba diving as described above shall be paid an additional sum of thirty dollars ($30.00) per day as a "wet fee" on any day in which he/she is fully immersed in water pursuant to the above-referenced call.

(Amended 11/09/10, Law Enforcement Unit MOU)

29.4 Off Duty Patrol Vehicle Take Home Plan

1. The Off Duty Operation Procedures for the Patrol Unit are specified in Section 29.5.

2. Only the following classifications will be eligible to take a vehicle home under the plan:

   a. All Patrol Deputies (Deputy Sheriff's) except for those Deputies working under the Live Oak Contract and Boat Patrol Deputies.

   b. Patrol Sergeants except for the Patrol Sergeant working under the Live Oak Contract.

   c. Patrol Captain.

   d. Eligible individuals under A, B and C above shall not be eligible to take a vehicle home if they live outside the County or if they are unable to provide off street parking.

3. The Off Duty Patrol Vehicle Operational Procedures and Take Home Plan will remain in effect until July 1, 1983. As the provisions of this section will only remain in effect until July 1, 1983, termination of the provisions of this section are not subject to meet and confer.

4. Employees not qualified to take a vehicle home for any reason shall not be eligible for any form of reimbursement or benefits in lieu thereof.

5. Individuals who receive a call while driving their assigned vehicle after normal duty hours and who then perform an official duty may then be eligible to receive regular overtime for the duty and shall not be eligible for call back pay.

29.5 Off Duty Patrol Vehicle Operation Procedures

1. No person, other than members of this department, shall operate a patrol unit.

2. Any time a patrol unit is moved from its assigned parking area, the dispatcher shall be notified by radio. 10-8 (Unit #), if available for calls; 10-8A (Unit #) if off duty.

3. The patrol unit shall not be used to transport unauthorized non-departmental persons.

4. An off-duty patrol deputy shall not respond to any call monitored on the radio, unless a request to respond is approved by the on-duty supervisor.

   Exceptions:

   a. The Shift supervisor, or appropriate authority, may approve request if no other on-duty unit is available, and the call is of an emergency nature.

b. 11-99 is copied by deputy.

c. Backup is requested by an officer in immediate area and no on-duty officer is available; or observation indicates immediate action is necessary.

d. Major felonies in progress or suspect is known to be in deputy's immediate area. (Subject to office approval.)

5. Overtime will not be approved when deputy responds to a call when off duty, unless the deputy's assistance is approved by an on-duty supervisor.

6. Patrol vehicle security at deputy's residence.

a. Off street parking must be provided.

b. Shotgun SHALL NOT be left in the patrol vehicles while deputies are off duty.

b. Patrol vehicles shall be locked when unattended.

7. Off duty driving of patrol vehicles:

a. Patrol vehicles SHALL NOT be used for personal business or family transportation.

b. Patrol vehicles may be used to go to court, to training location, to the office, for maintenance purposes, and when assigned to other official purpose.

c. Appropriate records shall be maintained on all maintenance performed weekly.

d. Routine check for gas mileage shall be made and results kept in maintenance record sheet.

8. Deputies shall conduct daily inspection of their assigned patrol vehicle for serviceability, and to see that all supplies are properly maintained in said vehicle.

9. Deputies living outside of Sutter County SHALL NOT take their assigned patrol vehicles home.

10. Patrol vehicles driven by maintenance personnel shall display overhead light bar covering - designating "OUT OF SERVICE" vehicle, at all times.

(Amended 2/10/81 Law Enforcement Unit MOU)

29.6 Field Training Officer, Jail Training Officer and Dispatcher Training Officer Premium Pay

Effective March 21, 2015, the County agrees to pay a five percent (5%) salary premium for each employee assigned Field Training Officer (FTO), Jail Training Officer (JTO) and Dispatcher Training Officer (DTO) responsibilities, during the period the employee is assigned training duties. Training duties shall include training employees in circumstances where a Daily Observation Report (D.O.R.) is required.

(Amended 03/10/15, Law Enforcement Unit MOU)

29.7 Outside Employment

A. Outside employment shall be defined as any employment other than the Sheriff's Department for which there is financial compensation.

B. Responsibility When Gaining Outside Employment

A written request for outside employment must be submitted through the employee's immediate supervisor in advance of the outside employment. The request must be approved by the Sheriff and shall include the following information:

- Name and address of employer
- Location of employment
- Type of employment
- Days and hours of employment

The outside employment shall not require a change of, or substitution in the regularly scheduled shift of the employee. The outside employment shall not be contrary to the best image and interest of law enforcement. An employee's outside employment will be continuously reviewed by his immediate supervisor to determine if it impairs his ability to perform his assigned duties with the Sheriff's Department. Any change in an employee's outside employment shall be reported immediately in writing to his immediate supervisor. The outside employment may be terminated at any time and for any reason by the Sheriff. The employee must remember that his duties and responsibilities as an employee of the Department must come first before any outside employment, regardless of its nature.

(Adopted 12/08/98, Law Enforcement Unit MOU)

29.8 Sheriff's Detective Premium Pay

Effective April 1, 2017, the County agrees to pay a five percent (5%) salary premium to each Deputy Sheriff and each Sheriff's Sergeant who is assigned to the Investigations Section on a full-time basis as a detective.

(Amended 03/28/17, Law Enforcement Unit MOU)

29.9 Out of Class Pay for Special Assignment

Probation Officers Safety Unit

Effective July 26, 2025, employees may be assigned to work out of class temporarily. Any regular employee who is assigned to and performing the duties of a position with a higher salary range, involving a greater level of skill and responsibility, shall receive a five percent (5%) salary premium.

The temporary salary premium will start on the first day of the pay period following assignment to the higher level position. The specific temporary duties must be identified in writing and agreed upon by the Department Head, Human Resources and the employee.

Such assignments shall be a minimum of two (2) months and up to a maximum of six (6) months; however, with mutual consent of the Department Head and the Director of Human Resources, such assignment may be extended beyond six (6) months. An out-of-class assignment may not exceed one year.

The Department Head or their designee will notify employees via email when a Special Assignment is being considered and those interested may submit a Letter of Interest. Employees will have six (6) working days to respond. Prior to such assignment, employee shall be in good standing with a previous performance evaluation rating of meets expectations /on target or above.

The temporary special assignment may be revoked at any time.

(Adopted 07/22/25, Probation Officers Safety Unit)

General, Supervisory, and Professional Units

Effective September 20, 2025, employees may be assigned to work out of class temporarily. Any regular employee who is assigned to and performing the duties of a position with a higher salary range, involving a greater level of skill and responsibility, shall receive a five percent (5%) salary premium.

The temporary salary premium will start on the first day of the pay period following assignment to the higher level position. The specific temporary duties must be identified in writing and agreed upon by the Department Head, Human Resources and the employee.

Such assignments shall be a minimum of two (2) months and up to a maximum of six (6) months; however, with mutual consent of the Department Head and the Director of Human Resources, such assignment may be extended beyond six (6) months. An out-of-class assignment may not exceed one year.

The Department Head or their designee will notify employees via email when a Special Assignment is being considered and those interested may submit a Letter of Interest. Employees will have six (6) working days to respond. Prior to such assignment, employee shall be in good standing with a previous performance evaluation rating of meets expectations /on target or above.

The temporary special assignment may be revoked at any time.

(Adopted 09/09/25, General, Supervisory, and Professional Units MOU)

SECTION 30.0

EDUCATION, TRAINING, CERTIFICATION AND PROFESSIONAL LICENSE FEES

30.1 Educational Incentive Pay

A. Non-Sworn Law Management Employees

Effective September 7, 2024, in recognition of the benefits to the citizens of the County of having well trained and educated law enforcement personnel, the County agrees to pay the following educational incentive allowances to Non-Sworn Law Management employees upon completion of the prerequisite programs.

POST Intermediate	2.5% of base wage
POST Advanced	2.5% of base wage
Associate Degree	2.5% of base wage
Bachelor's Degree	2.5% of base wage

The maximum educational incentive allowance per employee shall not exceed five percent (5%) total.

This provision allows for the payment of educational incentive for any college degree from a recognized college or university. The appointing authority may, subject to the grievance procedure, withdraw educational incentive pay if the employee's performance as indicated on the most recent annual evaluation is less than satisfactory.

(Amended 08/27/24, per action of the Board of Supervisors, MT# 6387)

B. Sworn Law Management Employees

Effective December 14, 2024, in recognition of the benefits to the citizens of the County of having well trained and educated law enforcement personnel, the County agrees to pay the following educational incentive allowances to Sworn Law Management employees upon completion of the prerequisite programs.

The educational incentive allowance shall be:

POST Intermediate	2.5% of base wage
Associate Degree	2.5% of base wage
POST Advanced	2.5% of base wage
Bachelor's Degree	2.5% of base wage

The maximum educational incentive allowance per employee shall not exceed seven and one-half percent (7.5%) total.

This provision allows for the payment of educational incentive for any college degree from a recognized college or university. The appointing authority may, subject to the grievance procedure, withdraw educational incentive pay if the employee's performance as indicated on the most recent annual evaluation is less than satisfactory.

(Amended 12/10/24, per action of the Board of Supervisors, MT# 6653)

C. Probation Officers Safety Unit

Effective December 22, 2018, the County agrees to pay an educational incentive allowance of $100 per month for employees who possess a Bachelor's Degree from an accredited college or university.

(Adopted 12/18/18, Probation Officers Safety Unit MOU)

30.2 Education Incentive Pay - Fire Management Employees

Effective April 1, 2017, the County agrees to provide an educational incentive allowance of $80 per month for an Associate's Degree and $100 per month for a Bachelor's Degree for the Fire Services Manager and Fire Battalion Chiefs upon completion of such degree in Fire Science. The Department Head may, subject to the grievance procedure, withdraw educational incentive pay if the employee's performance as indicated on the most recent annual evaluation is less than satisfactory. Educational incentive pays shall not be cumulative.

(Amended 03/28/17, Resolution 17-026 Management Unit)

30.3 Training Sessions

Whenever an employee is required by his/her Department Head to attend special training sessions, he/she shall be paid his/her normal wages if attendance is during his/her normal working day and at overtime rates when attending sessions beyond the employee's normal working day except as specified in Section 8.18.

(Adopted 06/02/81, Benefits Book)

30.4 Deleted – CPR and First-Aid Training - Law Enforcement Unit

(See DSA and POA MOU's)

30.5 Emergency Medical Training Certification - Fire Management Employees

A regular employee in the classification of Fire Services Manager or Fire Captain, who renews his/her Emergency Medical Technician Certificate shall be reimbursed one hundred and seventy-five dollars ($175) upon completion of his/her renewal

requirements and presentation of a copy of such renewal to the appointing authority. Such employee shall not become eligible again for reimbursement until a period of twenty-four (24) months has elapsed from the date of his/her last renewal.

A regular employee in the classification of Fire Services Manager or Fire Captain, who renews his/her Emergency Medical Technician Certification as outlined above and who is fully qualified as an EMT-D (Defibrillator) shall be reimbursed two hundred twenty five dollars ($225) upon completion of the renewal and other requirements laid out in the above paragraph.

(Adopted 08/20/02, Resolution 02-069, Fire Management Employees)

30.6 Education Incentive

A. General, Supervisory, Professional, Probation Officers Safety, and Confidential Units

Employees may be granted paid time off up to forty (40) paid hours per fiscal year to attend conferences, seminars or courses offered by recognized colleges and universities pertaining to continuing education within their relevant fields of practice if such courses are of benefit to the County. For employees in the classifications eligible to receive special pay for water and wastewater certification, the above time off, of up to forty (40) paid hours per fiscal year, may be used to study for the examinations necessary to obtain such certifications. Such time must be approved by the employee's department head who shall be solely responsible for the determination of the job relatedness and whether such courses are of benefit to the County. The department head shall have sole discretion in determining whether to grant or not to grant such time off depending on his or her judgment of the work needs of that department. The department head shall have the approval of the County Board of Supervisors prior to granting any employee paid time off beyond (40) paid hours per fiscal year.

(Amended 02/26/08, General, Supervisory and Professional Units MOU)
(Amended 02/26/08, Probation Officers Safety Unit, as part of GSP)
(Amended 02/26/08, Confidential Unit Agreement)

B. Management Unit, Deputy County Counsels and Assistant County Counsel

Employees may be granted paid time off up to forty (40) paid hours per fiscal year to attend conferences, seminars or courses offered by recognized colleges and universities pertaining to continuing education within their relevant fields of practice if such courses are of benefit to the County. Such time must be approved by the employee's department head who shall be solely responsible for the determination of the job relatedness and whether such courses are of benefit to the County. The department head shall have sole discretion in determining whether to grant or not to grant such time off depending on his or her judgment of the work needs of that

department. The department head shall have the approval of the County Board of Supervisors prior to granting any employee paid time off beyond forty (40) paid hours per fiscal year.

(Amended 02/01/00, Resolution 2000-06, Management Unit)
(Amended 02/01/00, Deputy County Counsels and Assistant County Counsel Agreement)

30.7 Continuing Education for Licensed Vocational Nurses

Licensed Vocational Nurses who are full time regular employees shall be granted forty (40) paid hours per year to attend conferences and seminars pertaining to continuing education within their relevant fields of practice if such courses are of benefit to the County. Such courses must be approved by the employee's Department Head on the basis of job relatedness and minimum scheduling requirements. This policy will be administered on an equal basis for all covered employees, and such authority shall not be unreasonably denied. Days provided for in this section are intended to be in addition to such sessions at which attendance is required by the County.

(Amended 02/26/08, General, Supervisory and Professional Units MOU)

30.8 Professional License Fees for Nursing Classifications

County agrees to pay professional license fees for all full-time, regular employees occupying a position in a nursing classification, including nurse practitioners, for those licenses required by State Law and the employee's job description, provided that such license fees shall only be paid if the affected employee agrees in writing that he or she shall not engage in private practice. An employee who terminates their employment with the County within twelve (12) months of the County's payment of such fee shall reimburse the County for the full amount of the fee paid by the County.

(Amended 11/14/00, General, Supervisory and Professional Units MOU)
(Amended 11/21/00, Resolution 2000-088, Management Unit)

30.9 Training and Tuition Reimbursement Program

A. General, Supervisory, and Professional Units

Employees are encouraged to continue their self-development by enrolling in college course work that will educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs. A Tuition Reimbursement Program shall be established pursuant to the following conditions:

1. Application for tuition reimbursement shall be submitted to and approved by the department head and/or his/her designee.

2. The department head may consider length of service, overall job performance, benefit of the college course to the County, availability of funds, and other appropriate factors in reaching his or her decisions.

3. Courses must be related to the work of the employee's current position or occupation.

4. Courses must be taken on employee time except for such time off as provided for in Section 30.6, Education Incentive, and Section 30.7, Continuing Education for Licensed Vocational Nurses.

5. Courses must be taken at accredited institutions.

6. Reimbursement may be made for tuition, books, registration fees, and laboratory fees, up to a maximum of $1,000 each calendar year.

7. Employee must agree in writing to repay the County, including having such amount deducted from employee's final pay check, for any amount paid pursuant to this section if said employee separates from the County within 12 months of completing such class for which reimbursement was received.

8. Expenses for parking, travel, meals, lodging and other incidental costs are not reimbursable.

9. Reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate college course, or a B or its equivalent in a graduate level college course.

10. If reimbursement is received from another source(s) for tuition, books, registration fees, and/or lab fees, the total reimbursement from the County and other sources shall not exceed the total cost for tuition, books, registration fees and/or lab fees. An employee requesting reimbursement shall sign a statement indicating if reimbursement has been or will be received and the amount of such reimbursement.

11. All approved claims shall be submitted to the Auditor's Office with a copy to the Human Resources Department and shall include the required agreement to repay the County, a statement regarding any other reimbursement and a copy of the transcript showing the final grade earned.

(Amended 02/26/08, General, Supervisory and Professional Units MOU)

B. Management Unit, Assistant County Counsel and Deputy County Counsels

Training and Seminar Programs

There shall be established a County Training and Seminar Program for Deputy County Counsels, Assistant County Counsel and Management employees, as included in the annual Adopted Budget. The County Administrative Officer is authorized to approve special training for County employees to prepare them to meet the changing demands of their jobs.

Any ancillary expenses such as parking, travel, meals, lodging, and other incidental costs are reimbursable only to the extent they are covered by the County's travel and reimbursement program or as specifically approved by the Board of Supervisors or County Administrative Officer.

Tuition Reimbursement

There shall also be established a tuition reimbursement program to encourage employees to continue their self-development by enrolling in college course work which will educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs or for continuing education classes required to maintain licensing, certification or registration as required for their position.

The conditions of this program will be as follows:

1. Application for tuition reimbursement shall be submitted to the Human Resources Director. The Human Resources Director will forward the application request to the County Administrative Officer for his/her consideration.

2. The County Administrative Officer may consider length of service, overall job performance, benefit of the college program to the County, availability of funds, and other appropriate factors in reaching his or her decisions.

3. Courses must be related to the work of the employee's position or occupation.

4. Courses must be taken on employee time.

5. Courses must be taken at accredited institutions.

6. Reimbursement may be made for tuition, books, registration fees, and laboratory fees, up to a maximum of $1,000 each calendar year.

7. Expenses for parking, travel, meals, lodging and other incidental costs are not reimbursable.

8. Reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate college course, or a B or its equivalent in a graduate level college course or upon certification of completion for post-graduate continuing education classes.

9. Reimbursement received from other sources for tuition, books, registration fees, and/or lab fees will be deducted from the cost of such expenses in determining the amount which the County will pay.

10. All approved claims shall be submitted to the Auditor's Office with a copy to the Human Resources Department and shall include a copy of the transcript showing the final grade earned.

Employees who have obtained a degree related to the work of the employee's current position or occupation will be allowed to utilize the tuition reimbursement toward student loan repayment provided adequate documentation is provided which demonstrates the amount owed for a current loan and the payment received by lender. Employees who are required to obtain a license and/or certification renewal in order to perform their duties may utilize tuition reimbursement toward licensure/certification renewal. In no event will the amount reimbursed to the employee under this section exceed one-thousand dollars ($1,000) per calendar year.

(Amended 04/09/19, Resolution 19-026, Management Unit)

C. Probation Officers Safety Unit

Employees are encouraged to continue their self-development by enrolling in college course work that will educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs. A Tuition Reimbursement Program shall be established pursuant to the following conditions:

1. Application for tuition reimbursement shall be submitted to and approved by the department head and/or his/her designee.

2. Courses must be related to the work of the employee's current position or occupation.

3. Courses must be taken on employee time.

4. Courses must be taken at accredited institutions.

5. Reimbursement may be made for tuition, books, registration fees, and laboratory fees, up to a maximum of one-thousand dollars ($1,000) each calendar year.

6. Expenses for parking, travel, meals, lodging and other incidental costs are not reimbursable.

7. Reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate college course, or a B or its equivalent in a graduate level college course.

8. All approved claims shall be submitted to the Auditor's Office with a copy to the Human Resources Department and shall include a statement regarding any other reimbursement and a copy of the transcript showing the final grade earned.

Employees who have obtained a degree related to the work of the employee's current position or occupation will be allowed to utilize the tuition reimbursement toward student loan repayment provided adequate documentation is provided which demonstrates the amount owed for a current loan and the payment received by lender. Employees who are required to obtain a license and/or certification renewal in order to perform their duties may utilize tuition reimbursement toward licensure/certification renewal. In no event will the amount reimbursed to the employee under this section exceed one-thousand dollars ($1,000) per calendar year.

(Adopted 12/18/18, Probation Officers Safety Unit MOU)

D. Confidential Unit

Employees are encouraged to continue their self-development by enrolling in college course work that will educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs. A Tuition Reimbursement Program shall be established pursuant to the following conditions:

1. Application for tuition reimbursement shall be submitted to and approved by the department head and/or his/her designee.

2. The department head may consider length of service, overall job performance, benefit of the college course to the County, availability of funds, and other appropriate factors in reaching his or her decisions.

3. Courses must be related to the work of the employee's current position or occupation.

4. Courses must be taken on employee time.

5. Courses must be taken at accredited institutions.

6. Reimbursement may be made for tuition, books, registration fees, and laboratory fees, up to a maximum of $1,000 each calendar year.

7. Expenses for parking, travel, meals, lodging and other incidental costs are not reimbursable.

8. Reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate college course, or a B or its equivalent in a graduate level college course.

9. If reimbursement is received from another source(s) for tuition, books, registration fees, and/or lab fees, the total reimbursement from the County and other sources shall not exceed the total cost for tuition, books, registration fees and/or lab fees. An employee requesting reimbursement shall sign a statement indicating if reimbursement has been or will be received and the amount of such reimbursement.

10. All approved claims shall be submitted to the Auditor's Office with a copy to the Human Resources Department and shall include the required agreement to repay the County, a statement regarding any other reimbursement and a copy of the transcript showing the final grade earned.

Employees who have obtained a degree related to the work of the employee's current position or occupation will be allowed to utilize the tuition reimbursement toward student loan repayment provided adequate documentation is provided which demonstrates the amount owed for a current loan and the payment received by lender. Employees who are required to obtain a license and/or certification renewal in order to perform their duties may utilize tuition reimbursement toward licensure/certification renewal. In no event will the amount reimbursed to the employee under this section exceed one-thousand dollars ($1,000) per calendar year.

(Amended 11/17/20, Confidential Unit Agreement)

30.10 Attorney Bar Dues/Deputy County Counsels

County agrees to pay dues of the State Bar Association of California and of the Yuba-Sutter Bar Association for any year in which the attorney agrees not to engage in private practice for attorneys who are employed full time. For attorneys who are employed less than half time, the County agrees to pay such dues on a pro-rata basis based on the number of regularly scheduled hours. Such less than half time attorneys shall not be prohibited from engaging in private practice. For attorneys who are employed half time or

greater but less than full time, the County agrees to pay such dues. Such half time or greater but less than full time attorneys shall not be prohibited from engaging in private practice.

(Adopted 07/05/88, Deputy County Counsels and Assistant County Counsel Agreement)

(This page intentionally left blank.)

SECTION 31.0

OUT OF CLASS WORK ASSIGNMENTS

31.1 Deleted – Out of Class Work Assignments - Road Department

(This provision was deleted effective December 22, 2007, General Unit MOU.)

31.2 Deleted – Out of Class Work Assignments - Fire Safety Unit

(This provision was deleted effective December 28, 2013, Fire Unit MOU.)

31.3 Deleted – Out of Class Work Assignments – Law Enforcement Unit

(See DSA and POA MOU's)

31.4 Out of Class Pay – Fire Engineers

Fire Engineers who are assigned to supervise in the absence of a Fire Captain in addition to their regular pay shall receive out-of-class pay in the amount of five percent (5%) of their straight time hourly rate for each full hour worked in the higher classification. The out of class pay will be calculated by multiplying their hourly straight time rate times five percent (5%) times the number of hours worked in the higher classification, regardless of whether the hours assigned out of class duty includes any FLSA overtime or regular overtime.

A. When a Fire Engineer has been temporarily assigned to supervise in a higher classification for four (4) consecutive shifts, he/she will be compensated pursuant to Section 12.6 of the Personnel Rules and Regulations.

    1. The County will not interrupt a Fire Engineer's consecutive shift assignment for the purpose of avoiding the higher Out of Class Pay provided by Section 31.4 A., above.

B. When a Fire Engineer is temporarily assigned as a Fire Captain while assigned to a State of California Office of Emergency Services Strike Team working outside Sutter County and the County is fully reimbursed for such service through appropriate cost recovery measures, the Fire Engineer so assigned will receive an additional five percent (5%) of his/her base salary for the duration of the assignment.

(Amended 02/12/19, Fire Safety Unit MOU)

(This page intentionally left blank)

SECTION 32.0

PHYSICAL STANDARDS

32.1 Physical Performance Testing/Medical Examinations - Law Enforcement Unit

All sworn personnel in the Law Enforcement Unit shall take the following physical performance test during the month of July, or as soon as practical thereafter, as determined by the Sheriff, starting July 1989.

Age Group/Performance Level

Activity	Under 30	31-40	41 and over
100 yard run	15 sec.	17 sec.	20 sec.
440 yard run	90 sec .	120 sec.	180 sec.
1 mile run	8 min	10 min.	15 min.
Push-ups	30	20	10
Pull-ups	9	6	3
Sit-ups (1 min.)	30	23	15
Bench press (_% of body wt.)	100%	75%	50%
Leg press (_% of body wt.)	125%	100%	75%
40 yard dummy drag	25 sec.	35 sec.	45 sec.

Such employees must successfully pass five (5) of the nine (9) activities described above. In the event the employee does not successfully pass five (5) of the nine (9) activities, a second opportunity will be given during the month of September or as soon as practical thereafter at the Department's discretion.

(Adopted 8/30/88, Law Unit MOU)

32.2 Failure to Pass Performance Test

In the event such employee fails to pass the performance test described above, or elects to waive such test, such employee shall take a medical examination with a Foundation Health Plan physician or such employee may elect to take a medical exam with a County physician at no cost to the employee. The results of such medical exam shall be on County prescribed forms, verifying that the employee has no known health problems that may impede the employee's performance as a law enforcement officer, or identification of any health problems that may have an adverse impact on the future performance of law enforcement duties.

Such medical examination shall be completed by November 30th of 1989, and November 30th of each year thereafter, and a medical report shall be submitted to the County Health Officer or his designee no later than December 31, of each year. If the medical examination is waived by the County, a new medical examination shall be scheduled by the Sutter County Health Officer. The medical examiner shall identify in his/her report high risk factors such as heart disease, high cholesterol levels, hypertension, weight problems, or other high risk factors that may have an adverse consequence on the employee's future ability to perform the duties of a law enforcement officer. The County Health Officer or designee shall evaluate such report and may require the employee to participate in programs sponsored by the Sutter County Health Department to mitigate these risk factors, provided such participation does not conflict with the advice of the employee's physician (the employee's physician shall provide the County with the reasons why the employee should not participate in these County sponsored programs).

(Adopted 8/30/88, Law Unit MOU)

32.3 Participation in Required Health Improvement Programs

The County shall reimburse employees for any fees required by the County Health Department to participate in its health improvement programs. Such programs shall not disrupt the duties of the Sheriff's Department or if it is detrimental to normal operations and/or any special operations/assignments as determined solely by the Sheriff of Sutter County. Required attendance at such programs shall be considered time actually worked.

(Adopted 8/30/88, Law Unit MOU)

32.4 Failure to Participate in Required Health Improvement Programs

Employees who refuse to participate in the performance test, medical exam or refuse to participate in the classes or program activities required by the County's physician shall have the following restrictions placed on their employment with Sutter County until they satisfy the County's physician that they are cooperating in meeting the medical standards for their position, or in improving their health status:

a. Such employee shall not be eligible to compete in any promotional opportunities for a sworn position as allowed by law.

b. The Sheriff may exclude employees from participating in any special assignments, such as dog handling, SWAT team, bomb handling, dive pay, or other special assignments.

c. Within thirty (30) calendar days from the date the employee either refused to take the physical performance test, participate in a medical exam or ceased cooperating in the health improvement program designated by the County Health Officer, such employee may be sent a notification letter by the Sutter County Sheriff giving the employee notice that failure to comply with the above requirements will result in a

reduction of pay equivalent to one step reduction in the salary range effective the first day of a pay period after such notification.

The imposition or release from any restrictions or actions permitted under "a" through "c", above, shall be the responsibility of the Sheriff. Upon receipt and consideration of the medical report submitted by the County Health Officer or designee, the Sheriff shall have the authority to reinstate the employee's salary at such time the employee shows evidence of good faith participation in the health improvement program. Such reinstatement shall be made no earlier than the first day of a pay period following approval by the Sheriff. Such salary reduction shall not exceed twenty-six (26) full bi-weekly pay periods.

Since this is a new program, it is anticipated that interpretive or application problems may arise in the implementation of the program. In such event, any unresolved disputes or grievance that cannot be resolved at steps one (1) through four (4) of the Grievance Procedure shall be submitted to the Sutter County Board of Supervisors for a final determination no later than thirty (30) calendar days from the date a written decision to the employee was given at step four (4) of the Grievance Procedure. The decision of the Board of Supervisors shall be final and binding on the parties.

(Adopted 8/30/88, Law Unit MOU)

(This page intentionally left blank)

SECTION 33.0

LIGHT DUTY POLICY

33.1 Light Duty Policy

General, Supervisory, Professional, Probation Officers Safety, Confidential and Management Units, Deputy County Counsels and Assistant County Counsel

From time to time employees injured or contracting illness off the job or on the job may be assigned a light duty job pending a resolution of their injury or illness. Outlined below are the procedures which are to be followed for light duty assignments:

1. a. Employees wishing a light duty assignment shall submit a written letter to the department head or his or her designee. Such written request shall be accompanied by a statement from a physician certifying to the nature, extent and probable period of illness or disability and a very specific list of any medical limitations or restrictions.

   b. All employees must understand that there will be numerous situations wherein no light duty positions will be available at the time that a light duty application is made pursuant to this policy statement.

2. Light duty requests will be considered on a case by case basis depending on the unique circumstances surrounding each request and the needs of the department.

3. Nothing contained in this policy shall be construed to prevent the department from initiating and ordering an employee who is off work due to an injury or illness back to a light duty assignment.

4. This light duty policy will be administered free of bias, without discrimination on the basis of age, race, color, sex, religion, national origin, ancestry, marital status, pregnancy, sexual orientation, gender identity, gender expression, genetic information, mental or physical disability (including AIDS or HIV), or medical condition, which bias or discrimination would be a violation of federal, state, or local laws.

(Amended 03/11/14, General, Supervisory and Professional Units MOU)
(Amended 03/11/14, Probation Officers Safety Unit, as part of GSP)
(Amended 03/11/14, Confidential Unit Agreement)
(Amended 03/11/14, Resolution 14-018, Management Unit)
(Amended 03/11/14, Deputy County Counsels & Assistant County Counsel Agreement)

Fire Safety Unit

From time to time employees injured or contracting illness off the job or on the job may be assigned a light duty job pending a resolution of their injury or illness. Outlined below are the procedures which are to be followed for light duty assignments:

1. a. Employees wishing a light duty assignment shall submit a written letter to the department head or his or her designee. Such written request shall be accompanied by a statement from a physician certifying to the nature, extent and probable period of illness or disability and a very specific list of any medical limitations or restrictions.

   b. All employees must understand that there will be numerous situations wherein no light duty positions will be available at the time that a light duty application is made pursuant to this policy statement.

2. Light duty requests will be considered on a case by case basis depending on the unique circumstances surrounding each request and the needs of the department.

3. Nothing contained in this policy shall be construed to prevent the department from initiating and requesting an employee who is off work due to an injury or illness back to a light duty assignment.

4. This light duty policy will be administered free of bias, without discrimination on the basis of age, race, color, sex, religion, national origin, ancestry, marital status, pregnancy, sexual orientation, gender identity, gender expression, genetic information, mental or physical disability (including AIDS or HIV), or medical condition, which bias or discrimination would be a violation of federal, state, or local laws.

(Amended 02/25/14, Fire Safety Unit MOU)

Law Enforcement Unit

From time to time employees injured or contracting illness off the job or on the job may be assigned a light duty job pending a resolution of their injury or illness. Outlined below are the procedures which are to be followed for light duty assignments:

1. a. Employees wishing a light duty assignment shall submit a written letter to the department head or his or her designee. Such written request shall be accompanied by a statement from a physician certifying to the nature, extent and probable period of illness or disability and a very specific list of any medical limitations or restrictions.

b. All employees must understand that there will be numerous situations wherein no light duty positions will be available at the time that a light duty application is made pursuant to this policy statement.

2. Light duty requests will be considered on a case by case basis depending on the unique circumstances surrounding each request and the needs of the department.

3. Nothing contained in this policy shall be construed to prevent the department from initiating and ordering an employee who is off work due to an injury or illness back to a light duty assignment.

4. This light duty policy will be administered free of bias, without discrimination on the basis of age, race, color, sex, religion, national origin, ancestry, marital status, pregnancy, childbirth and related medical conditions, sexual orientation, gender identity, gender expression, mental or physical disability (including AIDS or HIV), medical condition (cancer or genetic characteristics/information), military and veteran status, or any other classification protected by federal, state, or local laws or ordinance.

(Amended 03/10/15, Law Enforcement Unit MOU)

(This page intentionally left blank)

SECTION 34.0

OFF-SITE WORK PROGRAM

34.1 Definition – Professional and Management Units, Deputy County Counsel and Assistant County Counsel

Off-site work is the practice of working at a remote site, usually the home, instead of a central work-site. Off-site work is sometimes referred to by the term "telecommuting." The distinguishing aspects of off-site work are: 1) the work is done at home or other work site, and 2) working at home or other work site takes the place of traveling to the central work site. This program is an option available only with the mutual agreement of the County and the employee and is not an employee right.

(Adopted 01/11/00, Professional Unit MOU)
(Adopted 02/01/00, Resolution 2000-06, Management Unit)
(Adopted 02/01/00, Deputy County Counsels and Assistant County Counsel Agreement)

34.2 Approval Process

A. With the recommendation of the department head, review by the Risk Manager, and final approval by the County Administrative Officer, an employee may be allowed to work off-site on a limited basis. Off-site work of a short duration, 2 weeks or less for a specific one-time occasion that is not part of a continuing off-site arrangement, will not require the approval of the County Administrative Officer. All requests will be subject to the operational needs of the department as determined by the department head. County liability, including safety and workers' compensation issues, will be closely reviewed prior to granting an off-site work request.

B. Requests for work schedules which include working off-site must be submitted to the department head along with the Work Agreement and Work Plan signed by the participating employee and supervisor.

C. Once approved, off-site work schedules, circumstances, standards and conditions are subject to periodic review and may be amended or discontinued at any time at the discretion of the department head and/or County Administrative Officer.

(Adopted 01/11/00, Professional Unit MOU)
(Adopted 02/01/00, Resolution 2000-06, Management Unit)
(Adopted 02/01/00, Deputy County Counsels and Assistant County Counsel Agreement)

34.3 Standards and Conditions

The County's Off-site Work Program shall be governed by the following standards and conditions:

1. Off-site work shall be limited to three (3) work days per week.

2. The maximum term for an off-site work agreement is six months. When the agreement expires, it may be renewed after a new Agreement and Work Plan are submitted to and approved by the department head.

3. The duties, obligations, responsibilities, and conditions of off-site employment with the County remain the same as those for employees who do not work off-site.

4. Off-site work is not a right, benefit, or a substitute for child care or elder care. The employee is responsible for making provision for that care by others during his/her working hours. It is an alternate work arrangement only.

5. Service levels, work turnaround time, and office operations shall not be adversely affected.

6. Employees remain obligated to comply with all County rules, policies, practices, and instructions; violation of such may result in termination of off-site work and/or disciplinary action, up to and including termination of employment.

7. No change shall be made to existing levels of salary and/or benefits for employee participation in the Off-site Work Program.

8. In the event of delay in repair or replacement of equipment or any other circumstances which preclude the employee to work off-site, the employee may be assigned to do the work at a County work space and/or assigned to another location.

9. Payroll time sheets will accurately reflect off-site hours worked.

10. Requests to work overtime, use sick leave, vacation or other leave must be approved by the employee's supervisor in the same manner as when working in the County location.

11. If the employee is sick while working at home, the off-site worker will report only those hours worked and request to use sick leave or other appropriate leave for hours not worked.

12. Employees who work off-site are required to participate in all studies, inquiries, reports, and analyses relating to off-site work for the County.

A. ELIGIBLE EMPLOYEES. The eligibility of employees requesting to participate in the program will be considered in relation to the following factors:

1. Suitability of occupation and work assignment.
2. Clearly defined tasks and work products.
3. Individual circumstances.
4. Performance history and work habits (Examples of demonstrated
5. characteristics required prior to approval of off-site work include: being a self-starter, having initiative, ability to work independently, and self-discipline).
6. Equipment needs and availability.
7. Amount of time spent doing off-site work or telecommuting.
8. Suitability of home environment.
9. Commute distance and time.
10. Effects on the County's workplace.
11. Lack of availability of County workspace.

B. TERMINATION OF THE WORK PROGRAM. Off-site work is a voluntary program and may be terminated by the County at any time for any reason. The employee may terminate the agreement upon two-week's notice to the County, pursuant to the terms and conditions of the work agreement.

Although the County is not required to give a reason, indicators of why participation may be terminated may be for one or more of the following reasons.

1. Failure to meet the provisions of the agreement.
2. Department head and/or County Administrative Officer determination to discontinue.
3. Employee's desire to discontinue.
4. Poor work performance
5. Undue burden on non-telecommuting employee(s).
6. Computer equipment failure.
7. Illegal or improper use of County issued equipment.
8. Unsafe home-based or off-site work station.
9. Change in work assignments to ones that are no longer conducive to off-site work.

C. AGREEMENT. Each participating employee shall be required to read, formally acknowledge, and comply with all terms, standards and conditions of the Off-site Work Program and a prescribed work agreement which specifies exact work location, working hours, days, equipment, supplies, etc. This acknowledgment and agreement will be retained in the employee's personnel file in the Human Resources Department and a copy will be retained by the department.

D. WORK PLAN. Each participating employee and supervisor shall be required to complete a jointly developed Work Plan, which specifies daily/weekly project assignments, due dates, etc. The Work Plan will be reviewed and may be revised from time to time during the period of the agreement. The Work Plan will be retained by both the department and the employee.

E. GOVERNING RULES. Employee remains obligated to comply with all County rules, policies, practices, procedures and instructions; violation of such may result in preclusion from off-site work and/or disciplinary action, up to and including termination of employment.

F. EQUIPMENT. Each department shall work with potential off-site workers to determine equipment needs (e.g., computer and telephone equipment, host connection, fax machines, typewriter, etc.) at the off-site location. Provision of County-issued equipment, materials and supplies shall be the responsibility of the respective department. The use of equipment, software, supplies and furniture, when provided by the County for use at the remote work location, is limited to use by authorized persons only for purposes of conducting County business.

Employees shall designate work space for installation of equipment to be used in the assignment. This work space must be maintained in a safe and clean condition, free from hazards and other dangers to employee and equipment. When County equipment is provided the employee is responsible for the equipment's proper use and security. The County will provide for maintenance and repairs to County equipment.

Participants also may have the option of using personally-owned equipment subject to department head approval and the approval by the Director of Information Services for computer and ancillary equipment.

G. USE OF SOFTWARE. Ownership of County-purchased software will remain with the County. All files and data bases shall remain the property of the department. All software copyright laws will be strictly adhered to. In no instance will unauthorized copies be made of County-owned software. Only properly registered software will be used for doing County work.

H. SUPPORT SERVICES. The County's Information Services personnel shall provide support services on County-owned computer equipment. Cost of County equipment will be borne by the County. Off-site worker will be solely responsible for maintaining personally-owned equipment used in the course of performance of County work.

I. WORKERS' COMPENSATION. Since the employee's remote work space shall be considered an extension of the County work space, the County's workers' compensation liability for job-related accidents, illnesses or

injuries will be applicable when the employee is working during the employee's off-site work hours. A work related injury occurring at an off-site work location shall be treated in the same manner as a work-related injury at a County facility.

J. LIABILITY. The employee remains liable for property damage and/or injuries to third persons and/or members of employee's family on employee's premises which are not related to the conduct of County business.

K. REMOTE SITE VISITS. Managers/Supervisors are authorized to make remote site visits without notice during agreed-upon work hours as reflected by participating employee's Work Agreement. Such visits may be made to review and monitor work being performed, determine that the work site is safe from hazards and to maintain, repair, inspect, and retrieve County-owned equipment, software, data and supplies. If the remote site is the employee's home, site visits will be strictly limited to the established "work space."

L. TAX IMPLICATIONS. Individual tax implications, if any, related to the home work space shall be the responsibility of the employee.

(Adopted 01/11/00, Professional Unit MOU)
(Adopted 02/01/00, Resolution 2000-06, Management Unit)
(Adopted 02/01/00, Deputy County Counsels and Assistant County Counsel Agreement)

(This page intentionally left blank)

SECTION 35.0

COMPENSATION AND WORKING CONDITIONS DURING EMERGENCIES

35.1 Overtime Compensation

Employees required to work when the County goes into an operational state of emergency, as part of a declared local emergency, or when County facilities have been closed or work has been temporarily halted pursuant to Section 35.2 shall be compensated at the overtime rate, if the hours they work during the workweek exceed 40 hours, including holidays and paid vacation leave, as long as such vacation leave was approved prior to being called back to work due the emergency, facility closure or temporary cessation of work.

For purposes of this section, an operational state of emergency is when the County's Emergency Operation Center has been opened and, as a result of the emergency, employees are required to work extended shifts.

(Amended 08/12/08, General, Supervisory and Professional Units MOU)
(Amended 08/12/08, Probation Officers Safety Unit, as part of GSP)
(Amended 08/12/08, Confidential Unit Agreement)

35.2 Closure of County Offices

In the event of circumstances justifying the unscheduled closure of County facilities or the unscheduled cessation of work, the County Administrative Officer (CAO), or designee, may at his/her sole discretion, order County facilities closed and/or work temporarily halted. Decisions of the CAO (or designee) regarding facility closures and/or the temporary halting of work shall not be grievable.

If the CAO or designee decides to close a County facility or order the cessation of work, the CAO or designee may deploy the affected employees to other County facilities or worksites, or may release employees from work.

In the event that the CAO or designee determines it is necessary to close a County facility or temporarily halt work, the following information should be considered and communicated to employees prior to excusing them from work:

1. If the circumstances giving rise to the CAO's or Designee's decision occurs within two hours of the regular meal period for employees working at the affected work site, employees may be directed to take an early meal break. If employees are sent to lunch early, employees will be informed to return to their work site immediately following completion of their meal break. In these situations, meal breaks should be neither shorter nor longer than the employee's normal assigned meal break.

2. Regular employees who are sent home shall be paid for the balance of their regular work day; however, such employees shall remain ready and available to be called back to work by their supervisor for the duration of their regular work day should such a circumstance arise. If an employee who has been called back cannot return to work due to an extenuating circumstance, the employee will be charged the appropriate leave time from the time of call back until the end of the employee's regular shift.

3. Employees who seek approval to leave work to care for persons or property without having been ordered to leave due to the office closure in accordance with this policy shall use appropriate leave time for time off. If the CAO subsequently closes the employee's work site and no alternate site is chosen, the employee will be charged leave time for the period of time between his/her leaving the work site and the time of closure.

4. Unless personally notified otherwise by a supervisor or manager, employees who are sent home and who are not called back to work that day will be expected to return to work at their regularly scheduled work time on the next scheduled workday.

   If the work site closure or temporary cessation of work extends beyond the first work day of closure, employees are expected to remain ready and available for assignment to their original or another County work site as quickly as possible.

5. Employees who requested leave in advance of a workday closure such as previously scheduled vacation, sick time or other leave, shall have their pre-selected leave balances charged accordingly.

6. Employees scheduled to start work at any time after a County worksite closure or temporary cessation of work shall be notified as soon as possible by their supervisors or designee that they need not attempt to come to work that day. These employees shall be provided paid leave for their regular hours that they were unable to work. Employees are expected to remain ready and available for assignment to their original or another County work site as quickly as possible.

7. Whenever an employee is required to work during the period that the facility to which he/she is assigned has been closed or the work that he/she normally performs has been temporarily halted, such employee shall receive additional vacation hours equal to the hours he/she was required to work during the closure/cessation of work. This section specifically does not apply to circumstances where employees assigned to a facility/worksite are temporarily reassigned to another County facility.

(Amended 08/12/08, General, Supervisory and Professional Units MOU)
(Amended 08/12/08, Probation Officers Safety Unit, as part of GSP)

(Amended 08/12/08, Confidential Unit Agreement)
(Adopted 08/12/08, Resolution 08-060, Management Unit)
(Adopted 08/12/08, Deputy County Counsels & Assistant County Counsel Agreement)

35.3 Standby Compensation – General, Supervisory, Professional, Probation Officers Safety, and Confidential Units

Employees who are formally contacted by departmental management, supervision or the County Administrative Officer and specifically advised that they are on standby shall receive the appropriate standby compensation.

(Amended 08/12/08, General, Supervisory and Professional Units MOU)
(Amended 08/12/08, Probation Officers Safety Unit, as part of GSP)
(Amended 08/12/08, Confidential Unit Agreement)

(This page intentionally left blank)

SECTION 36.0

JOB SHARING

36.1 Definition

A Job Share is defined as either two permanent County employees or one permanent County employee and one Annuitant sharing one (1) regular full-time equivalent position.

36.2 Eligibility/Responsibility

A full-time permanent employee who has completed his/her probationary period and whose performance has been rated as Meets Expectations or above may request a Job Share arrangement. Such requests shall be in writing and shall be submitted to the appropriate Department Head. The requesting employee shall be responsible to locate and submit the name of a qualified Job Share partner who is acceptable to the Department Head.

36.3 Annuitant

An Annuitant, as defined in Section 10.1 of the Sutter County Personnel Rules and Regulations, who is retired from Sutter County service and who is otherwise qualified for the position may be assigned to a Job Share arrangement. Annuitants so assigned, shall at all times be treated as Extra Help employees.

36.4 Merit System Classifications

Other provisions of this Policy notwithstanding, Job Share arrangements involving Merit System classifications shall at all times be subject to Merit System requirements. Such requirements will be verified prior to the final approval of the Job Share arrangement. Merit System requirements that conflict with this Policy, if acceptable to the Department Head and CAO, shall be included in the Job Share contract.

36.5 Approval

Department Heads will receive and evaluate Job Share requests. Where practical and consistent with department needs, the appointing authority may permit a qualified employee to share his/her job with another qualified employee. Prior to actual implementation, Job Share arrangements will be reviewed by the Human Resources Director and shall be submitted to the County Administrative Officer (CAO) for review and approval.

36.6 Job Share Contract

The terms of each Job Share arrangement shall be consistent with the provisions of this Policy and will be documented in the Job Share Contract, which will be signed by the Job Share partners and the appropriate Department Head. The CAO or his/her designee will sign the Job Share Contract indicating that it has been approved.

36.7 General Information

Job Share partners must agree to work full-time hours during the temporary absence of one partner if requested to do so by the appropriate authority. The County reserves the right to require employees to temporarily work in excess of their regularly scheduled hours.

36.8 Wages and Benefits

The total wage and benefit package available to be shared by each permanent employee who is assigned to a job sharing arrangement shall be based upon the appropriate sections of the Rules Governing Employee Compensation, Benefits and Working Conditions and shall be provided and administered in accordance with this policy. Where the appropriate Benefit Rule and this policy conflict, the terms of this policy shall prevail. It is expressly understood that a Job Share arrangement will not normally result in any additional benefit related expenses for the County.

Nothing in this Policy shall be construed or applied in such a manner as to extend rights or benefits upon Annuitants that would not otherwise be available to Extra Help employees.

A. Salary

Job Share employees shall be paid their regular hourly rate of pay for hours worked and for all paid leaves taken.

B. Insurance Benefits

A Job Share partner who is regularly scheduled to work forty (40) hours or more per pay period shall be eligible to enroll in County sponsored health, dental, vision and life insurance programs. Job Share partners who are enrolled in County sponsored insurance programs may choose to share county contributions toward those benefits.

If County contributions are shared, they will be shared equally. Job Share employees who are temporarily assigned to work extended hours will continue to receive contributions on this shared basis.

If County contributions are not shared, one job-share partner will receive 100% of the County contribution to which he/she would otherwise be entitled and the other partner will receive zero contribution.

In no case will the County be required to contribute more than an amount equal to what one full-time County employee would be eligible.

C. Benefits Paid on a Shift Basis

Eligibility for shift-related benefits will be determined based upon the shift being shared by the Job Share partners. If Job Share partners are scheduled in such a manner that, when their schedules are combined, the combined shift would qualify for a shift-related benefit, each will receive fifty percent (50%) of the benefit. Under no circumstances will the County expense for the payment of these benefits exceed the amount that would be paid to one full-time employee.

D. Benefits Paid on a Monthly or Annual Basis

If a Job Share partner qualifies for a benefit that is paid on a monthly or annual basis (i.e. Bi-Lingual Pay, Uniform Allowance, etc.) the amount of such benefit will be reduced by fifty percent (50%). In combination, the County expense for the payment of these benefits shall not exceed the amount that would be paid to one full-time employee.

E. Other Forms of Compensation

Unless specifically addressed in this policy eligibility for each aspect of all other forms of compensation and accruals, including but not limited to, Vacation, Sick Leave, Holidays and Step Increases shall be the same as for Permanent Part-Time employees.

F. Application of Personnel Rules

Unless specifically addressed in this policy the County Personnel Rules and Regulations shall be applied in all matters related to Job Share partners the same as those rules would be applied to Permanent Part-Time or Extra Help employees whichever is appropriate.

G. Notification

Each Job Share employee will be notified in writing by the appointing authority at the time of the appointment, of the benefits to which he/she is entitled and the rates at which the benefits will be paid. This notification will be incorporated into the Job Share Contract.

36.9 Termination of Job Share Arrangements

A. Department Head

The appointing authority may terminate a Job Share arrangement with a written notice to each of the affected employees at least two (2) pay periods prior to the effective date of the change.

B. Job Share Partners

Either Job Share partner may request to terminate the Job Share Contract and return to full-time employment. However, approval of the request will be subject to an available vacant position. The remaining partner may be required to work full-time until another suitable Job Share partner can be identified and is approved by the department.

C. Change of Employment Status

In the event one partner is promoted, demoted, transferred, or terminated, the remaining partner will continue to receive pro-rated benefits until a replacement is appointed, even if required to work full-time hours. If a replacement is not appointed within three pay periods, the remaining employee may be returned to full-time employment in the position. Upon return to permanent full-time employment, the returning employee will be eligible for full-time benefits subject to the limitations of benefit providers.

36.10 Dispute Resolution

A. Management Decisions Final

Management decisions to approve, deny or terminate Job Share arrangements shall be final and will not be subject to the grievance procedures.

B. Job Share Contract

Alleged violations of the Job Share contract, other than the termination of the Job Share arrangement, will be grievable.

(Adopted 08/12/08, General, Supervisory and Professional Units MOU)
(Adopted 11/17/17, Deputy County Counsels & Assistant County Counsel Agreement)

36.11 Pilot Project

A. Duration

The Job Share Program shall be conducted as a pilot project for the first twenty-four (24) calendar months of its operation. The beginning date of the project will

be the date that the Job Share Policy is formally adopted by the Board of Supervisors.

B. Termination

The CAO may terminate the Job Share Program at any time during the Pilot Project period by providing written notice to all affected employees at least two (2) pay periods prior to the effective date of the termination.

(Adopted 8/12/08 General, Supervisory and Professional Units MOU)

(This page intentionally left blank)